FRANCHISE DISCLOSURE DOCUMENT

Made in the Shade Blinds and More LLC
a Texas limited liability company
2630 Rogers Fork
San Antonio, Texas 78258
(210) 479-6141
http://madeintheshadeblinds.com
https://www.facebook.com/MadeintheShadeUSA

The franchise is for the establishment and operation of a business that specializes in the sale and distribution of window covering products ("MITS Business" or "Business").

The total investment necessary to begin operation of an MITS Business ranges from $65,949 to $74,549. This includes $59,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Cathy Morse at 2630 Rogers Fork, San Antonio, Texas 78258 and (210) 479-6141.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: April 20, 2021

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C and D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets
Will my business be the only Made in the Shade Blinds & More business in the area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Made in the Shade Blinds & More franchisee?	Item 20 or Exhibits C and D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

2. **Inventory Control.** You must make inventory and supply purchases of at least $55,000 each year, even if you do not need that much. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

MICHIGAN

ADDENDUM TO DISCLOSURE DOCUMENT

1. **The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

2. If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

3. **The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general**. Any questions regarding this notice should be directed to:

Michigan Attorney General
Consumer Protection Division – Franchise Section
G. Mennen Williams Building
525 W. Ottawa Street
Lansing, Michigan 48933
(517) 373-1140

MADE IN THE SHADE BLINDS AND MORE LLC
FRANCHISE DISCLOSURE DOCUMENT

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor, Its Parent, Predecessors, and Affiliates

The Franchisor is Made in the Shade Blinds and More LLC, referred to in this disclosure document as "we," "us," or "our." We refer to the person interested in buying a franchise as "you" or "your." If you are a corporation, partnership, limited liability company or other entity, certain provisions of the Franchise Agreement will apply to your owners.

We were organized as a Texas limited liability company on May 1, 2012. Our principal business address is 2630 Rogers Fork, San Antonio, Texas 78258.

We do business under our corporate name and under the name the "Made in the Shade Blinds and More." Exhibit A contains our agents for service of process.

We sell franchises for businesses that specialize in the sale and distribution of window covering products ("MITS Businesses" or "Businesses"). MITS Businesses do business under the name "Made in the Shade Blinds & More" and other trademarks identified in Item 13 (the "Marks"). Neither we nor our affiliates operate a MITS Business.

Prior to our formation, our principal operated a sole proprietorship under the d/b/a name, "Made in the Shade Blinds and More" ("MITS Predecessor"). MITS Predecessor operated from our current principal business address. We do not operate a MITS Business, but Joshua Morse, our General Manager, currently operates a sole proprietorship d/b/a Made In the Shade Blinds And More of San Antonio, that sells window covering products under the Marks in San Antonio. The current principal business address for this sole proprietorship is 18842 Rogers Pass, San Antonio, Texas 78258.

We began to offer franchises on January 31, 2013. From June 2004 through November 2012, MITS Predecessor contracted with dealers under dealership agreements that are different from the form of agreement described in this disclosure document. The dealerships for this type of business under the arrangement that was previously offered are no longer being offered and we no longer have any such dealers.

We are not engaged in any other businesses and have never offered franchises in any other lines of business.

Except as described above, we have no parent, predecessors or affiliates that have offered franchises in any line of business or that provide products or services to our franchisees.

The Franchise

We offer qualified applicants franchises for the right to operate MITS Businesses that specialize in the sale and distribution of window covering products ("Products") in designated geographic areas (each, a "Territory"). A franchise operates from 1 business location (an "Office") located within the Territory described in the Franchise Agreement under the Made in the Shade Blinds and More business system (the "System") and the Marks.

The System includes specifications, policies and procedures for operations; quality of the products and services offered; procedures for sales, management and financial control; training and

assistance; and advertising and promotional programs, all of which may be changed, improved, and further developed by us periodically. You must operate your MITS Business under the Marks and use other trade names, service marks, trademarks, logos, and other symbols we designate (or may later designate) in writing for use in the System.

We may require your current and future Principals (as defined in the Franchise Agreement) to sign a Principals' Guaranty and Assumption Agreement ("Guaranty"), guaranteeing your performance and binding themselves individually to certain provisions of the Franchise Agreement, including the covenants against competition and disclosure of confidential information, restrictions on transfer and dispute resolution procedures. Those of your Principals who are not required to sign the Guaranty will each sign a Confidentiality Agreement and Ancillary Covenants Not to Compete, with Principal undertakings, in the form attached to the Franchise Agreement.

The Franchise Agreement gives you certain protections against the operation of other MITS Businesses in your Territory. The operation of your MITS Business in the Territory must be directly supervised by a person you designate as your "Operating Principal." Your Operating Principal is the main individual responsible for your business. If you are an individual, you will be the Operating Principal. If you are not an individual, you must designate someone who meets our requirements and whom we approve to be your Operating Principal. Your Operating Principal must have and maintain at least 10% ownership interest in you. Your Operating Principal will sign the Guaranty.

The person or entity signing the Franchise Agreement is the "Franchisee." In this disclosure document, the terms "Principals" and "Operating Principal" and "you" and "your" include the franchisee under the Franchise Agreement unless we have noted otherwise.

Market

The market for window covering products is well-established. The window covering business is affected by consumer taste, demographics, and economic conditions. You will primarily sell to homeowners. Sales are year-round.

Industry Specific Regulation

You must comply with all laws, rules and regulations governing the operation of the MITS Business. Your state or locality may require that window covering installers have contractor's licenses or that you obtain certain other permits and licenses. You should investigate the application of these laws further.

Competition

There is active price and other competition among businesses that sell window covering products. Competitors may be locally-owned, online, or large regional or national chains or franchises.

ITEM 2
BUSINESS EXPERIENCE

Cathy Morse: Managing Member

Ms. Morse has served as our Managing Member since our formation in May 2012. From August 1994 to May 2012, Ms. Morse served as co-owner of MITS Predecessor.

Joshua Morse: General Manager

Mr. Morse has served as our General Manager since our formation in May 2012. Mr. Morse has also served as a franchise of ours in San Antonio, Texas since 2013.

Edward Miller: Vice President of Franchise Development

Mr. Miller has served as our Vice President of Franchise Development since November 2016. From June 2013 to the present, Mr. Miller has also served as the President of 3 M Group in New Orleans, Louisiana.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay us an initial franchise fee of $59,000. The initial franchise fee is not refundable and is imposed uniformly on all franchisees.

ITEM 6
OTHER FEES

Type of Fee [(1)]	Amount	Due Date	Remarks
Renewal Fee	$2,500	With the written notice to renew.	This fee is for reimbursement of our legal and other administrative costs associated with renewal of your Franchise Agreement. You must give us at least 6 months' and not more than 9 months' notice to renew and meet other renewal conditions.
Website Fee	$99 - $249/month	The 1st day of every month	This fee, payable to our designed web host provider, is for the monthly premium web hosting, support, service, and daily backup for your webpage that lists and promotes your franchise. Subject to increase or decrease.
Fee for Non-Designated Supplier Products	5% of the price of the Manufacturer Product Purchases[(2)] paid by you to non-designated suppliers that we approve	On or before the 5th day of each calendar quarter for the immediately preceding calendar quarter	If we approve your purchase of Products from non-designated suppliers that we approve, we will require you to pay this fee to us. See **Note 2** for definition of Manufacturer Product Purchases.
Interest	The lesser of 10% per year or the maximum lawful rate.	Immediately after the designated due date has passed	We may charge interest on all overdue amounts.
Software Fee	Up to $199 per month	As incurred	You agree to pay this fee for software the we arrange or provide.
Advertising and Promotion Fee	Up to our actual cost plus 20% to cover our administrative costs	As incurred	Currently, there is none. However, we reserve the right to provide you with certain advertising and promotional materials for marketing and advertising and charge you a fee.

Type of Fee [1]	Amount	Due Date	Remarks
Annual Conference Fee	Up to $250 per person	As incurred	We may, in our sole discretion, hold an Annual Conference and require you to attend it. You will be responsible for then-current registration fee plus all expenses, including yours and your employees' transportation to and from the Annual Conference, lodging, meals, and salaries during the Annual Conference.
Inspection and Testing	Cost of inspection, if applicable, and cost of test.	When billed.	You shall not purchase or lease from any supplier until we approve in writing. A charge, not to exceed the cost of the inspection and of the test (including our administrative costs attributable to both), shall be paid by you or the supplier. Nothing requires us to approve any particular supplier.
Additional Inventory of Sample Products from Designated Suppliers	$100 to $200 per month or as needed	On demand.	You will be provided an initial inventory of sample Products from designated suppliers as part of your initial franchise fee; thereafter, you will be required to maintain an adequate inventory of sample Products for use with prospective customers.
Computer System fee	Up to our actual cost plus 20% to cover our administrative costs	As incurred	We have the right to charge this fee for any software or systems modifications and enhancements specifically made for Franchisor that are licensed to Franchisee and other maintenance and support services that Franchisor or its affiliate may furnish to Franchisee.
Initial Training	Initial training: $750 per additional attendee Successor or replacement personnel or additional training: A reasonable fee for training successor or replacement personnel	On demand.	The fee for initial training for up to two attendees is included in the initial franchise fee. Any additional trainees will incur a fee of $750 per additional attendee. Moreover, Franchisor reserves the right to charge a reasonable fee for training successor or replacement personnel and for any additional training programs. A transferee must pay $750 per person to attend initial

Type of Fee [(1)]	Amount	Due Date	Remarks
	and for any additional training Transferee: $750 per person to attend		training. You are also responsible for any and all expenses incurred in connection with any initial or additional training, including, without limitation, the costs of travel, lodging, meals, and wages incurred by Franchisee.
On-site Remedial Training	The then-current per diem fee for remedial training, plus costs. Our current per diem rate is $250	As incurred	If you ask or if we believe it is appropriate, we will (subject to availability) provide trained representatives to conduct on-site remedial training in your Territory or at your Office.
Local Marketing	Recommend 2% of gross sales	On demand.	We recommend but do not require that you spend a minimum of 2% of gross sales of your MITS Business on local marketing.
Insurance Fee	Insurance premium plus our administrative costs.	As incurred.	If you fail to procure or maintain any insurance required by this Agreement, we have the right (without, however, any obligation to do so), immediately to procure such insurance and to charge the insurance premium to you plus our associated administrative costs.
Transfer Fee	$7,500	With transfer application	You agree to pay this fee to transfer the Franchised Business.
Indemnification	Varies according to loss.	As incurred.	You must indemnify us when certain of your actions result in loss to us.
Enforcement Costs	Will vary.	As incurred.	You must pay our costs of enforcement (including attorney's fees and costs) if you do not comply with the Franchise Agreement, or if we are the substantially prevailing party in litigation with you.

Notes:

(1) All fees and expenses described above are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. Unless we have noted differently, we may increase these amounts based on changes in market conditions, our cost of providing services and future policy changes, but we have no present plans to increase any fees.

(2) Manufacturer Product Purchases is the total Product purchase price paid by you to designated and non-designated Product suppliers, excluding: delivery fees; service fees; sales, use, merchants' or other taxes measured on the basis of the gross sales of your Business imposed by governmental authorities directly on sales or use and collected from customers; and cash refunds and credits. Gross sales means all monies received by you (including actual deposits in your bank accounts as well as undeposited cash receipts) from, through, by or on account of the operation of your Franchised Business, whether received in cash, in services or in kind.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee[(1)]	$59,000	$59,000	Lump Sum	Execution of Franchise Agreement	Us
Initial Website Fee[(2)]	$99	$249	Lump Sum	Within 15 days of completion of your official webpage	Supplier
Furniture, Fixtures, & Equipment[(3)]	$0	$1,000	As Arranged	Before Opening	Suppliers
Computer Hardware & Software[(4)]	$100	$2,000	Lump Sum	Before Opening	Suppliers
Office Supplies[(5)]	$50	$200	As Arranged	Before Opening	Suppliers
Insurance[(6)]	$400	$600	Lump Sum	Before Opening	Insurance Broker or Agent
Initial Training Expenses[(7)]	$500	$1,000	As Arranged	As Incurred	Employees and Suppliers
Professional Fees[(8)]	$2,000	$2,500	As Arranged	As Incurred	Attorney and Accountant
Licenses and Permits[(9)]	$300	$500	As Arranged	Before Opening	Government Agencies
Vehicle and Wrap[(10)]	$1,500	$2,500	As Arranged	Monthly	Third parties
Additional Funds (3 months)[(11)]	$2,000	$5,000	As Arranged	After Opening	Various
TOTAL[(12)]	$65,949	$74,549			

(1) Initial Franchise Fee. The initial franchise fee is $59,000. We do not finance any portion of the initial investment.

(2) Initial Website Fee. This is the fee for the first month of hosting of your website.

(3) Furniture, Fixtures, and Equipment. You may operate your MITS Business from a home office. If you locate your office in your home, we require that you establish a space for the operation of your Business that is separate and distinct from your general living space. The estimate in the chart is for items such as a desk, chair, task lighting, waste-basket, land-line telephone handset, file cabinet and table for your printer-fax-scanner machine to be included in a home office. The lower end of the estimate contemplates that you presently have office furniture that you can use in your home office, and the high end of the estimate contemplates the purchase of office furniture. If you elect to establish your business in an office location other than your home, you may need additional furniture or fixtures that will increase your expenditure, and you will have rent deposit and other expenses not contemplated in this chart.

(4) Computer Hardware & Software. This estimate is for the purchase of a computer, software, printer-fax-scanner, and other personal communications devices that we specify for the operation of your MITS Business.

(5) Office Supplies. This estimate is for the office supplies, such as paper, presentation folders, pens, pencils, printer ink, paper clips, stapler, file folders, note pads, stationery, business cards, etc., that you will need to operate your MITS Business you will need. The low end of the estimate is for lower quality and quantity of supplies and the higher estimate represents a higher quality product and/or quantity of supplies.

(6) Insurance. You are required to obtain and maintain the minimum amount of insurance specified in Item 8 of this Franchise Disclosure Document. The cost of coverage will vary based upon the area in which your business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(7) Initial Training Expenses. We do not charge tuition or materials for the initial training, however you are responsible for all transportation, lodging and other costs associated with attending training. These estimates cover the cost of any transportation, accommodation and meals incurred during the training period for one person. Your costs will vary depending upon your point of origin, method of travel, class of accommodation, and living expenses (food, transportation, etc.). Wages for your personnel while in training are not included.

(8) Professional Fees. This estimate includes costs to engage legal and accounting professionals to advise you in your purchase of this franchise, the formation of your franchise entity, and the start-up and initial operation of a MITS Business. Professional expenses vary by geographic area, size of the firm engaged, and other factors.

(9) Licenses and Permits. You are solely responsible for obtaining and maintaining all licenses and permits necessary to operate the MITS Business. The estimates in this Item 7 represent the costs experienced by our affiliate and the experience of our management in operating the business model contemplated in this Franchise Disclosure Document. We strongly recommend that you investigate all permit costs and requirements in your area before making the decision to become a MITS franchisee.

(10) Vehicle and Wrap. You will need a vehicle and wrap that meets our standards. These estimates assume that you will take out a loan or lease a vehicle. If you purchase a vehicle for cash, your costs will be higher.

(11) Additional Funds-3 months. You will need additional funds during the start-up phase of your MITS Business to pay employees, purchase supplies and pay other expenses. We estimate the start-up phase to be 3 months from the date you open for business. These amounts do not include any estimates for debt service. These figures are estimates, and we cannot assure you that you will not have additional expenses. Your actual costs will depend on factors like your management skills, experience and business acumen. You should base your estimated start-up expenses on the anticipated costs in your market and consider whether you will need additional cash reserves.

(12) This estimate is based upon our industry experience and that of our franchisees. You should review these figures carefully with your business advisor before deciding to acquire the franchise.

The amounts described above that are paid to us are not refundable. Whether amounts paid to third parties are refundable would depend on their policies.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Additional Inventory of Sample Products

You will be provided an initial inventory of sample Products from designated suppliers as part of your initial franchise fee; thereafter, you are required to maintain an adequate inventory of sample Products for use with prospective customers. The additional inventory of sample Products will be provided to you by us, our affiliate, or designated third parties for a reasonable fee.

Advertising and Marketing

You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing, prior to its use.

Blinds, Shades, Shutters, and Drapery Hardware

You must purchase various kinds and styles of blinds, shutters, and drapery hardware pursuant to our specifications and vendor designations, which we keep in our Approved Products List. You must place the purchase order directly to the supplier in accordance with the Manual or other written directives. You must promptly pay the manufacturer's or supplier's invoices in accordance with their terms. Suppliers may require you to pre-pay for your inventory. We do not guarantee the availability of any of the items on the Approved Products List or that your Business will be able to offer for sale any particular brand of window covering or other product.

Computer Hardware, Software, Programs and POS/Credit Card Systems

You must purchase or use computer hardware, software, programs and POS/Credit Card Systems pursuant to our specifications, which may include vendor designations. We are not presently a vendor of any of these items.

Equipment, Fixtures, and Supplies

You must purchase certain equipment, fixtures, and supplies from a supplier that we designate or subject to our specifications. We do not have specifications or designate a supplier of ordinary tools of the trade such as a step ladder or tape measure.

Insurance

You must purchase and maintain a Comprehensive General Liability insurance that we specify, and you must furnish us proof of coverage. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier rated A- or better subject to our approval, not to be unreasonably withheld.

We recommend carrying a Comprehensive General Liability insurance policy with a minimum coverage of $1,000,000.00 per outlet. You may elect to have reasonable deductibles for the coverage described above. Certificates of insurance must be sent in upon annual expiration date.

Vehicles

You must have or obtain a vehicle for the operation of a MITS Business and such vehicle must meet any image or standards that we may issue. You must keep the vehicle clean and in good working order at all times. You cannot permit anyone to operate the vehicle who does not have a valid driver's license in the state in which the Business is located. You must require each vehicle operator to comply with all laws, regulations and rules of the road and use due care and caution in operating and maintaining the vehicle.

Website Listing

You are required to user our designated vendor and pay to it a monthly website fee for premium website hosting, support, service, and daily backup to our designated web host provider for the creation and maintenance of a website dedicated to your MITS Business. The website will contain certain information relating to and promoting your MITS Business.

Whether we or our Affiliates are Approved Suppliers:

We are currently an approved supplier of advertising material but not the only approved supplier of such items. Our affiliate is not an approved supplier.

Officer Interests in Suppliers:

Our officers, Cathy Morse and Joshua Morse, own an interest in us.

Alternative Suppliers:

We do not maintain written criteria for approving suppliers and thus these criteria are not available to you or your proposed supplier. If you want to propose another supplier, you must submit to us a written request for approval in writing. We will approve or disapprove your request within 20 days

from the date we receive your request. Generally speaking, however, we will evaluate a request for approval and make our decision based on whether the proposed item meets our standards and specifications and other criteria, including adequate quality controls and the capacity to supply your needs promptly and reliably. We do not charge you a fee for making our decision, but if we approve your sale of Products that are not on the Approved Products List and from designated suppliers, you will be required to pay a 5% Fee for Non-Designated Supplier Product purchases. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications:

We issue specifications and standards to franchisees or approved suppliers through our Operations Manual or through informational bulletins we issue from time to time.

Revenue from Required Purchases:

In our last fiscal year ending December 31, 2020, neither we nor our affiliate earned revenue or other material consideration from required purchases or leases by franchisees, though we reserve the right to do so.

Required Purchases as a Proportion of Costs:

We estimate that approximately 85-95% of your expenditures for leases and purchases in establishing your Franchised Business will be for goods and services that must be purchased from us, an approved supplier, or from another party according to our standards and specifications. We estimate that approximately 85-95% of your expenditures on an ongoing basis will be for goods and services that must be purchased either from us, an approved supplier or another party according to our standards and specifications.

Supplier Payments to Us:

Designated suppliers make a 3-5% rebate payment to us from franchisee purchases of window coverings.

Purchasing or Distribution Cooperatives:

At this time, we do not have any purchasing or distribution cooperatives.

Purchase arrangements:

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits:

We do not provide material benefits to you based on your use of a particular supplier. However, when your franchise is up for renewal, to continue your franchise rights, we require you to be in compliance with your franchise agreement, which includes compliance with any supplier standards that are contained in our Operations Manual.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 6.B., Schedule 3	Item 12
b. Pre-opening purchases/leases	Sections 3, 6, 7, and 10	Items 5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	Not Applicable	Not Applicable
d. Initial and ongoing training	Sections 4.H. and 6.K	Items 6, 7, and 11
e. Opening	Section 1.E., Schedule 3	Items 7 and 11
f. Fees	Section 2, 3, 6, 7, 10, 12, 13, 16, and 17.N	Items 5 and 6
g. Compliance with standards and policies/Manuals	Sections 2, 3, 5, 6, 7, 8, 9, and 10	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Sections 8 and 9; Schedule 2	Items 11, 13, and 14
i. Restrictions on products/services offered	Section 6	Items 8 and 16
j. Warranty and customer service requirements	Section 6	Item 16
k. Territorial development and sales quotas	Section 1.D	Item 12
l. Ongoing product/service purchases	Sections 4, 6, and 7	Items 8, 11, and 16

Obligation	Section in Franchise Agreement	Disclosure Document Item
m. Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	Section 10	Items 7 and 8
o. Advertising	Section 7	Items 6, 8, and 11
p. Indemnification	Section 13	Item 6
q. Owner's participation/ management/staffing	Section 6	Items 1, 11, and 15
r. Records and reports	Sections 3, 7, 9, and 16	Item 11 and 19
s. Inspections and audits	Sections 3.D	N/A
t. Transfer	Section 12	Items 6, 12, and 17
u. Renewal or extension of rights	Section 2	Items 6, 12, and 17
v. Post-termination obligations	Section 16	Item 17
w. Noncompetition covenants	Section 9 and Schedule 2	Item 15 and 17
x. Dispute resolution	Section 17	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance:

Pre-Opening Obligations. Before you open your Business we will:

1. Provide you with access to 1 set of our Manuals, either in paper or electronic form. (Franchise Agreement, Section 4.A.)

2. For a reasonable fee based on our reasonable costs, provide you with any software programs that we acquire or develop for use in the System; however, we are under no obligation to develop or acquire any such software programs. (Franchise Agreement, Section 4.B.)

3. For a reasonable fee based on our reasonable costs, provide you with certain advertising and promotional materials we have developed (if any) for use by franchisees in marketing and advertising the System. (Franchise Agreement, Section 4.C.)

4. Provide you with an Approved Products List and a list of designated suppliers. (Franchise Agreement, Section 4.E.)

5. Provide you with an initial inventory of sample Products from designated suppliers. (Franchise Agreement, Section 4.F.)

6. Conduct an initial training program. (Franchise Agreement, Section 4.G.)

7. Site Selection. You must operate your MITS Business from an Office that is located within your Territory. Your Office may be located in your home, but it must be separate and distinct from your living space and be dedicated to your MITS Business. The Office location will be listed in Schedule 3 to the Franchise Agreement. If you have not selected a location for your Office at the time that we sign the Franchise Agreement, you and we will amend Schedule 3 to the Franchise Agreement to reflect the address of your Office when the location of your Office is determined. The Territory will be determined and described in Schedule 3 to the Franchise Agreement before you sign it. We do not generally own the premises and lease it to you. We are not required to assist you in selecting a site for an Office. You must notify us in writing of any change in your Office location before your Office is relocated. Our only requirements with respect to your Office are that it must be in the Territory and that any signage that you use at your Office meet our standards and specifications. We do not otherwise have approval rights with respect to the location of your Office. If you do not locate a site and open your Office and Business within 60 days of signing the Franchise Agreement, you will be in default, and we can terminate your Franchise Agreement or allow you more time. (Franchise Agreement, Section 6.B.; Schedule 3.)

Typical Length of Time Before You Open Your MITS Business.

The typical length of time between the signing of the Franchise Agreement and the opening of your Business is approximately 30 to 60 days. Factors that may affect this period may include whether you have an office furnished when you sign the Franchise Agreement, your ability to meet local requirements, attend and complete the initial training, and obtain necessary equipment, computers systems, and a vehicle.

Continuing Obligations. During the operation of your Business, we will:

1. Give you any advice and written materials we may develop on the techniques of managing and operating MITS Businesses. (Franchise Agreement, Section 4.D.)

2. Give you an updated Approved Products List and a list of designated suppliers as we deem appropriate. (Franchise Agreement, Section 4.E.)

3. Provide additional training programs at our option and remedial training as we deem it to be necessary. (Franchise Agreement, Sections 4.G. and H.)

4. Provide you with access to our proprietary software programs (if any) as may be developed by us or on our behalf for use in the System. Currently, there is no software license fee although we reserve the right to charge a reasonable license fee in the future. (Franchise Agreement, Section 4.B.)

5. For a reasonable fee, provide you with certain advertising and promotional materials we have developed (if any) for use by franchisees in marketing and advertising the System. (Franchise Agreement, Section 4.C.)

Advertising

We reserve the right to require you to participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention programs that we implement for all or part of the Made in the Shade Blinds and More franchise system and sign the forms and take the other action we require for you to participate in these programs. (Franchise Agreement, Section 7.A.)

We will periodically provide you advertising and marketing materials in quantities we deem appropriate and for a reasonable fee. (Franchise Agreement, Section 4.C.)

All advertising and promotion by you must be conducted in a dignified manner and conform to our standards and specifications. You are required to obtain our approval of all advertising and promotional plans and materials, including those placed on the Internet, prior to use if the plans and materials have not been prepared or previously approved by us during the previous 12 months. We will approve or disapprove your plans and materials within 20 days after receiving them. If we do not respond to your request for approval within the 20-day period, the materials or plans will be deemed approved by us. You are not permitted to use any unapproved plans or materials until they have been approved or deemed approved by us, and you must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved or deemed approved, upon notice from us. (Franchise Agreement, Section 7.B).

You may advertise your MITS Business and use the Marks on any social media such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, and Instagram, provided you obtain our prior written approval. (Franchise Agreement, Section 6.G).

We recommend that you spend 2% of your Business's gross sales on local advertising in each calendar year. We reserve the right to require you to submit to us such forms, reports, records, information and data regarding your local advertising expenditures as we may reasonably designate. (Franchise Agreement, Section 7.C.)

Neither you nor we are required to participate in, or spend additional funds on, specific advertising or sales promotion programs in your Territory. You must use your best efforts to actively sell the

Products and promote the Business in your Territory. We do not currently have an advertising council, and you are not required to participate in any local or regional advertising cooperatives. (Franchise Agreement, Section 7.D).

We do not currently conduct an advertising program in which you must contribute. We may establish such programs including a national marketing fund and if we do, you must participate.

Computer and Electronic Cash Register Systems

You must install and maintain a functioning personal computer that has a high-speed internet connection with email. You will generate and store customer and operational information on your computer system.

We estimate that the cost of the computer system will be approximately $100 to $2,000 depending on your personal preferences.

We require you to pay to us a Software Fee up to $199 per month for any Software Programs that we specify.

We do not require you to install or operate any electronic cash register systems.

Neither we, our affiliates, nor any third parties have independent access to your computer system nor are we required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system. There are currently no optional or required maintenance/upgrade contracts for the computer system.

You must install any other hardware or software for the operation of the Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades. There is no contractual limitation on the frequency or cost of these obligations, other than that your costs will be reasonable in our opinion. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by MITS Businesses. (Franchise Agreement, Section 6.F).

Confidential Operations Manuals

After you sign the Franchise Agreement and when you begin initial training, we will provide you with access to a copy of our Manuals either in electronic or paper form. A copy of the table of contents of the Manuals is attached as Exhibit E. (Franchise Agreement, Section 4.A). The Manual contains 159 pages.

Training

Before the opening date of your Business, you and/or your Operating Principal must have attended and completed to our satisfaction our initial management training program. (Franchise Agreement, Section 6.K.). The fee for initial training for up to two attendees is included in the initial franchise fee. Any additional trainees will incur a fee of $750 per additional attendee.

Currently, the initial training is conducted in San Antonio, Texas. We provide instructors and training materials at no charge, but you must pay all expenses you and your personnel incur in initial training, including costs of travel, lodging, meals, and wages. We may charge a reasonable training fee for training all successor or replacement personnel. (Franchise Agreement, Section 6.K)

The initial training program is taught by Cathy Morse, Michael Sloan, and Matt Houston, each of which has at least 8 years of experience in the field. Cathy Morse has over 25 years of experience in the field and with us or our predecessor, having served as our Managing Member since our formation in May 2012, and having served from August 1994 to May 2012 as co-owner of our Predecessor. Michael Sloan has worked for us since January 2021 performing franchisee training and support and previously worked for another window treatment company for over 14 years as the Director of Sales. Matt Houston has been a franchisee of ours Product Specialist, and Installation Specialist in Texas since 2012

The initial training program is offered as needed during the year depending on the number of new franchisees entering the System, the number of other personnel needing training, and the scheduled opening of new MITS Businesses. Initial training generally lasts approximately 5 days. The subjects covered and other information relevant to our initial training program are described below.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Products Training	10	0	San Antonio, Texas
Marketing of the MITS Business	3.5	0	San Antonio, Texas
The Sales Presentation and How to Measure	6.5	0	San Antonio, Texas
Basic Installation	1.5	0	San Antonio, Texas
Providing Price Quotes and Calculating Profit Margins	1.5	0	San Antonio, Texas
Submitting Orders and Closing Sales	1	0	San Antonio, Texas
Vendor Product Training	13	15	San Antonio, Texas and On-Site Owner Location (as to the Vendor-Provided On the Job Training
Vendor Product Training-Online	5	0	Online
Motorization, Goal Setting and Best Practices	2	0	San Antonio, Texas
TOTAL	44	15	

The materials used in training include the Manuals as well as other presentation materials, including PowerPoint presentations, videos, handouts, “How-To” booklets, and hands-on training. Our initial training program is subject to change without notice to reflect updates in the materials, methods

and manuals and changes in personnel. The subjects taught, and the time periods allocated for each subject may vary based on the experience of the trainees.

We may require your Operating Principal to attend additional training programs. Currently, we do not charge a fee for additional training programs although we reserve the right to charge a reasonable fee for these additional training programs in the future. You must pay all expenses you or your personnel incur in any training program or seminar, including the cost of travel, lodging, meals, and wages. (Franchise Agreement, Section 6.K).

ITEM 12
TERRITORY

If you are in compliance with the Franchise Agreement and all other agreements between you or your Affiliates and us or our Affiliates, and except as described below, during the term of the Franchise Agreement, you will receive an exclusive territory in that we and our Affiliates will not establish or authorize anyone except you to establish a MITS Business in the Territory.

Your Territory will be delineated by specific geographic boundaries. These may be municipal or county boundaries, or the boundaries corresponding to postal zip codes or a specified trade area within a municipality or county. The area of a Territory is generally comprised of approximately 150,000 people, the boundaries of which typically correspond to U.S. Postal Service zip codes. The actual size of the Territory will vary depending upon the availability of contiguous markets, our long-range plans, your financial and operational resources, and market conditions. A written description of the Territory will be inserted in Schedule 3 to the Franchise Agreement before you sign. The boundaries used to define the Territory will be geographic boundaries as configured on the effective date of the Franchise Agreement.

To maintain your territorial rights, you will be required to make at least $55,000 in Manufacturer Product Purchases in each Agreement Year (as defined in Schedule 5 of the Franchise Agreement) (the "Minimum Performance Standard"). If you fail to achieve the Minimum Performance Standard in any Agreement Year, we will have the right to modify or reduce the size of your Territory in our sole discretion. Your failure to achieve the Minimum Performance Standard in 2 or more Agreement Years (whether or not such Agreements Years are consecutive) will be a default for which we may, in our discretion, further modify or reduce the size of your Territory or terminate the Franchise Agreement immediately upon written notice and without providing you any right to cure.

The Franchise Agreement gives you the right to operate the MITS Business only from the Office location specified in Schedule 3 to the Franchise Agreement. You must notify us in writing before you relocate your Office. Our only requirements with respect to your relocated Office are that it must be in the Territory and that any signage that you use at your relocated Office meet our standards and specifications. We do not otherwise have approval rights with respect to the relocation of your Office. You are prohibited from sublicensing your rights to others and from assigning or delegating your rights and obligations to operate your MITS Business without our prior written consent.

Additionally, we, our affiliates, and any other authorized person or entity will have the exclusive right, among others, without any compensation to you, (i) to operate, and license others to operate, MITS Businesses at any location outside the Territory; (ii) within and outside the Territory to offer and sell, and license to others to offer and sell, any similar or dissimilar products and services, using Marks different from the ones we license you to use, however, we will not grant licenses to others to operate business systems within the Territory that offer window covering products; and (iii) to advertise and promote the System in the Territory.

We do not reserve the right to offer similar products or services in the Territory under the same or similar Marks as we license to you, or different Marks, to use through other methods of distribution, including the Internet, catalog sales, telemarketing, other direct marketing, or trade shows, except we may use those methods to gain customer leads that we direct to your franchise.

You may not market, solicit, accept orders, or sell any services outside your Territory by any means including the Internet, catalog sales, telemarketing, or other direct marketing, without our prior written consent.

We do not grant franchisees any options, rights of first refusal or similar rights to acquire additional Made in the Shade Blinds and More franchises for any other territories.

You may use the Internet to advertise on the MITS website only in compliance with the Franchise Agreement.

ITEM 13
TRADEMARKS

The Franchise Agreement gives you a license to operate a MITS Business under the mark "Made in the Shade Blinds & More" and to use any future Marks we authorize.

The following Mark has been registered with the U. S. Patent and Trademark Office (USPTO) and is owned by us. We have renewed the registration and intend to file all appropriate affidavits at the appropriate times required by law.

MARK	REGISTER	REGISTRATION NUMBER	REGISTRATION DATE
MADE IN THE SHADE BLINDS & MORE	Principal	3229433	April 17, 2007

There are currently no effective determination of the USTPO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us., There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by use to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you. You and your Principals must agree not to communicate with any person other than us, any designated affiliate and our or their counsel about any infringement, challenge or claim. You must sign all instruments and documents and give us any assistance that, in our counsel's opinion, may be necessary

or advisable to protect and maintain our interests or those of our affiliates in any litigation or proceeding or to otherwise protect and maintain our or their interest in the Marks.

You may not use any of the Marks as part of your corporate, LLC, or other entity name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining the requisite trade name or fictitious name registrations. You must sign any documents we or our counsel determine are necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. Neither you nor your Principals may take any action that would prejudice or interfere with the validity of our rights with respect to the Marks and may not contest the validity of our interest in the Marks or assist others to do so.

We have the right to discontinue or modify our trademarks in our sole discretion If we do, you must adopt and use any new marks as required by us. Any expense you incur because of adopting and using these marks are your responsibility.

We know of no superior prior rights or infringing use that could materially affect your use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents, and do not have any pending patent applications, that are material to the franchise. We do claim copyright protection and proprietary rights in the original materials used in the System, including our Manuals, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, and other written materials relating to the operation of MITS Businesses and the System.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

We treat all of this information as trade secrets and you must treat any of this information we communicate to you confidentially. You and your Principals must agree not to communicate or use our confidential information for the benefit of anyone else during and after the term of the Franchise Agreement. You and your Principals must also agree not to use our confidential information at all after the Franchise Agreement terminates or expires. You and your Principals can give this confidential information only to your employees who need it to operate your MITS Business. You must have your any of your personnel who have received or will have access to our confidential information sign similar covenants.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

When you sign the Franchise Agreement, you must designate an individual to serve as your "Operating Principal." If you are an individual, you will be the Operating Principal. The Operating Principal must be the same person for all Businesses that you or your affiliate operates. If you are not an individual, your Operating Principal must maintain a direct or indirect ownership interest in you of not

less than 10%, unless we consent otherwise. This interest may not be pledged, mortgaged, hypothecated, or be subjected to any lien, charge, or encumbrance, voting agreement, proxy, security interest or purchase right or option, without our consent.

Your Operating Principal is not required to devote his or her full time to the operation of the Business, but your Operating Principal must use his or her best efforts to actively sell the Products and promote the Business. He or she must satisfy our training requirements and our other standards and must guaranty your performance under the Franchise Agreement. Your Operating Principal will be individually, jointly and severally bound by all of your obligations and the obligations of the Operating Principal and a Principal under the Franchise Agreement.

You must notify us promptly if your Operating Principal cannot continue to serve or no longer qualifies as your Operating Principal. You will have 30 days from the date of the notice (or from any date that we independently determine the Operating Principal no longer meets our standards) to take corrective action. During that 30 day period, you must provide for interim management of your operations in compliance with the Franchise Agreement.

At our request, you must have your Business managers and other personnel that we designate and who will have access to our training, sign covenants not to compete and to maintain the confidentiality of confidential information they have access to through their relationship with you. These covenants will be in substantially the form of Schedule 2 to the Franchise Agreement. Those of your Principals who are not signing the Guaranty also must sign these covenants.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

All products you use or sell in your Business must conform to our standards and specifications. These are described in our Manuals and other writings, including the Approved Products List. You must not deviate from our standards and specifications unless we first give you our written consent. You must also comply with all applicable laws and regulations and secure all appropriate governmental approvals for the Business.

You must offer and sell all items, products and services we require, including those on the Approved Products List. You must sell only the items, products and services that we have expressly approved in writing. You must stop selling any items, products or services that we disapprove in writing. We may change the types of items, products and services we require franchisees to offer and sell at any time in our discretion. You must display all items in the manner described in our Manuals or other written instructions. You must not use or offer nonconforming items, unless we first give you our written consent. You must not sell or market products or services outside of your Territory unless we consent in writing. The products and services to be offered in your Business may be supplemented, improved or otherwise modified by us periodically. You must actively operate the Business during the times that we specify in the Manual or otherwise in writing.

We do not guarantee the availability of any of the items on the Approved Products List or that your Business will be able to carry any particular brand of window covering or other product.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum or other pricing requirements with respect to the prices you may charge for products or services.

You may not advertise, promote, post or list information relating to the Business on the Internet (through the creation of a website or otherwise), with the exception of the listing and promotion of your

Business on the MITS website that we approve. You may not use the Marks as part of any domain name, web address or e-mail address unless we have approved of such use in writing in advance.

You must participate in any special sales or other promotional programs we require generally for MITS Businesses, including joint advertising and promotional programs.

Although you are only granted the right to operate a MITS Business in the Territory, you must use the method, manner and style of distribution that we may in the future prescribe in writing, in the Manuals or otherwise. You must comply with the terms of any distribution program and sign any documents or instruments that we require.

We do not impose any other restrictions in the Franchise Agreement or otherwise on the goods or services that you may offer or on sell or the customers to whom you may offer or sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A	10-year initial term.
b. Renewal or extension of the term	Section 2.B	10-year renewal terms.
c. Requirements for franchisee to renew or extend	Section 2.B	To remain a franchisee, you must meet all required conditions for renewal, including signing our then-current form of franchise agreement, which may be materially different than the form attached to this disclosure document. Other conditions include: you must give written notice; you must update required items; you must not be in default; you must pay all money owed; you must pay us a renewal fee; you must sign general release; you must comply with then-current qualifications and training requirements.

Provision	Section in Franchise Agreement	Summary
d. Termination by franchisee	Section 12	You may terminate by selling the franchise pursuant to the franchise agreement or not renewing.
e. Termination by franchisor without cause	N/A	N/A
f. Termination by franchisor with "cause"	Section 15	We may terminate on your default.
g. "Cause" defined – curable defaults	Section 15.B	For any default except those specified as non-curable you have 30 days to cure.
h. "Cause" defined – non-curable defaults	Sections 15.A	Insolvency; criminal conviction or failure to disclose a conviction; unauthorized transfer; failure to achieve the Minimum Performance Standard in 2 or more consecutive Agreement Years; three (3) or more breaches in 12 months.
i. Franchisee's obligations on termination/nonrenewal	Section 16	Stop operating the Business and using the System's confidential methods, procedures, techniques and marks; cancel any registration containing the Marks; pay amounts due and our damages and enforcement costs; comply with confidentiality and non-competition covenants; return all Manuals and other proprietary materials; at our option, assign us your rights in business telephone numbers.
j. Assignment of contract by franchisor	Section 12.A.	We may transfer our rights without restriction.

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by franchisee – defined	Sections 12.B.	You must not transfer any direct or indirect interest in you, the Franchise Agreement or the assets of the franchised business without our consent.
l. Franchisor's approval of transfer by franchisee	Section 12.B.	We must consent, and you must meet conditions before transferring.
m. Conditions for franchisor's approval of transfer	Section 12.B.	Selling Franchisee must: Pay all amounts due to both MITS Corporate and third party vendors; not be in default; sign a general release; remain liable on obligations which survive transfer; have a sales price that is neither too high nor too low; provide updated and complete sample inventory in good condition and/or pay the current cost of replacement samples; pay transfer fee of $7,500. Transferee must: Meet our criteria; attend and successfully complete initial training; pay $750 per person initial training fee; enter into then-current form of franchise agreement; and guarantee obligations.
n. Franchisor's right of first refusal to acquire franchisee's business	N/A	N/A
o. Franchisor's option to purchase franchisee's business	N/A	N/A
p. Death or disability of franchisee	N/A	N/A
q. Non-competition covenants during the term of the franchise	Section 9.C.(1); Schedule 2	You may not compete during the term of the franchise agreement.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Sections 9.C.(2); Schedule 2	For 2 years you may not divert any of your business. For 2 years within the Territory, within a 25-mile radius of the Territory, or within a 25-mile radius of any other MITS franchised territory, you may not compete.
s. Modification of the agreement	Sections 9.A, 17.B, and 17.Q	Except for changes we can make unilaterally, changes require mutual agreement. You must comply with the Manuals as amended.
t. Integration/merger clause	Section 17.B	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. We may not disclaim representations made in the disclosure document.
u. Dispute resolution by arbitration or mediation	Section 17.L; Schedule 6	You must mediate. If mediation is unsuccessful, you agree to bring your claim solely in binding arbitration conducted in the city or county where our headquarters is located (subject to applicable state law).
v. Choice of forum	Sections 17.E	All claims must be venued in Texas (subject to applicable state law).
w. Choice of law	Section 17.D	Except as to claims governed by federal law, Texas law applies (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

The following are forecasts of what a Made in the Shade ("MITS") franchisee can potentially earn for gross revenues in any given year under three different scenarios: Scenario A (3 sales per week), Scenario B (5 sales per week), and Scenario C (7 sales per week).

Please also make sure to read the footnotes that appear under the heading "Material Bases and Assumptions" following the tables as the footnotes are an integral part of the information presented.

	Scenario A	Scenario B	Scenario C
Sales per week	3	5	7
Average sale	$2,653	$2,653	$2,653
Annual Gross Revenue	$397,950	$663,250	$928,550

Annual Gross Revenue refers to **Gross Revenue** earned in a one-year period.

Gross Revenue means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.

Average Sale means the sum of all data points in a set divided by the number of data points in that set. In this case, the data point would be the dollar amount of window treatments sold in a sale.

Material Bases and Assumptions.
The tables above present pro forma examples of annual gross revenue under three different scenarios. We do not claim that you will perform at any specific level. You should formulate your own estimate with your own business advisors.

We based these formulations on a survey conducted in April 2021 from our franchisees. The average sales figure of $2653 per sale is based upon our franchisees' reported sales figures. The Annual Gross Revenue was formulated using 50 weeks per year, thereby assuming 2 weeks off for vacation, holiday, weather, etc.

The survey was conducted as follows: All franchisees who had been in business for at least two years as of December 31, 2020, and were still actively engaged with the business, were invited to participate in the survey. Using this criterion, 42 franchisees were eligible to participate in the survey and 38 elected to respond producing a participation rate of 90.5%. The franchisees were asked to report the average value of a retail sale to their customers in 2020. The average of all of these responses produced a median transaction value of $2750 and a mean transaction value of $2653. The mean value which was the lower of the two values was used to calculate the three Scenarios.

The conditions that you would allow you to sell products at a given level will vary based upon a number of factors such as: the economic or market conditions which you face in your area, the demographics of your market area, the success of your marketing efforts, and how well you follow our franchise system, among other factors.

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance you will earn as much.

Written substantiation for this financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Cathy Morse at 2630 Rogers Fork, San Antonio, Texas 78258 and (210) 479-6141, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2018 to 2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	44	61	+17
	2019	61	77	+16
	2020	77	84	+7
Company-Owned	2018	1	1	0
	2019	1	1	0
	2020	1	1	0
Total Outlets	2018	45	62	+17
	2019	62	78	+16
	2020	78	85	+7

*Company owned refers to the outlet operated by Joshua Morse, our General Manager.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018 to 2020

State	Year	Number of Transfers
California	2018	0
	2019	1
	2020	0
Georgia	2018	1
	2019	0
	2020	0
Iowa	2018	0
	2019	1
	2020	0
Nebraska	2018	0
	2019	1
	2020	0
Total	2018	1
	2019	3
	2020	0

Table No. 3

Status of Franchised Outlets
For years 2018 to 2020

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Arizona	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Arkansas	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
California	2018	2	2	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
	2019	4	2	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Colorado	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	2	0	0	0	0	4
Florida	2018	4	2	0	0	0	0	6
	2019	6	3	0	0	0	0	9
	2020	9	2	1	0	0	0	10
Georgia	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	1	0	0	0	0	4
Illinois	2018	2	0	0	0	0	1	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Indiana	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
Iowa	2018	2	1	0	0	0	1	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Kansas	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Louisiana	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Massachusetts	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Michigan	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Minnesota	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Mississippi	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Missouri	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Nebraska	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Nevada	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New Jersey	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New York	2018	0	1	0	0	0	0	1
	2109	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
North Carolina	2018	3	0	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	0	5
North Dakota	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Ohio	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Oregon	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Pennsylvania	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
South Carolina	2018	0	2	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Tennessee	2018	1	2	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	1	0	0	0	0	4
Texas	2018	6	3	0	0	0	0	9
	2019	9	3	0	0	0	0	12
	2020	12	1	0	0	0	0	13
Utah	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Virginia	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Wisconsin	2018	2	0	0	0	0	1	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Wyoming	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
TOTALS	2018	44	19	0	0	0	2	61
	2019	61	17	0	0	0	0	77
	2020	77	9	1	0	0	1	84

Table No. 4
Status of Company-Owned Outlets*
For years 2018 to 2020

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Texas	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
TOTALS	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1

*Company owned refers to the outlet operated by Joshua Morse, our General Manager.

Table No. 5
Projected Openings as of December 31, 2020

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	2	0
Colorado	0	1	0
Connecticut	0	1	0
Florida	0	2	0
Georgia	0	1	0
Illinois	0	1	0
Louisiana	0	1	0
Michigan	0	1	0
Minnesota	0	1	0

North Carolina	0	1	0
Oregon	0	1	0
Tennessee	0	1	0
Texas	0	2	0
Virginia	0	1	0
TOTALS	0	18	0

Exhibit C contains the name, business address, and business telephone number of each current franchisee and their outlet as of the end of our last fiscal year.

Exhibit D contains the name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of every MITS franchisee who has had a Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the date of issuance of this disclosure document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have no current or former franchisees who have signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the Made in the Shade Blinds and More franchise system.

As of the date of this disclosure document, no independent trademark-specific franchisee organizations have asked to be included in this disclosure document and there are no franchisee organizations sponsored or endorsed by us.

ITEM 21
FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements for our fiscal years ending December 31, 2020, 2019, and 2018.

ITEM 22
CONTRACTS

Attached to this disclosure document are the following contracts:

Exhibit B- Franchise Agreement, Including Schedules
- Schedule 1 Principals' Guaranty and Assumption Agreement
- Schedule 2 Confidentiality Agreement and Ancillary Covenants Not to Compete
- Schedule 3 Selected Terms: Territory, Office Location, and Opening Date
- Schedule 4 Statement of Ownership Interests and Management Information
- Schedule 5 Definitions
- Schedule 6 State Addenda to the Franchise Agreement

Exhibit F- General Release

ITEM 23

RECEIPTS

Exhibit J contains duplicate Receipts to be signed by you. Keep one for your records and return the other one to us.

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EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

State Administrators and Agents for Service of Process

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 1515 K Street, Suite 200 Sacramento, CA 95814 1-866-275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Commissioner 200 St. Paul Place Baltimore, MD 21202	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020

	(410) 576-6360	
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8285	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492 Phone
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section	

	P.O. Box 12887 Austin, TX 78711 (512) 475-1769	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

MADE IN THE SHADE BLINDS AND MORE LLC

FRANCHISE AGREEMENT

_____

Name of Franchisee

_____

Street Address

_____

City State Zip Code

_____

Telephone

MADE IN THE SHADE BLINDS AND MORE LLC
FRANCHISE AGREEMENT

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Schedule 4 Statement of Ownership Interests and Management Information
Schedule 5 Definitions
Schedule 6 State Addenda to the Franchise Agreement

MADE IN THE SHADE BLINDS AND MORE LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into by and between Made in the Shade Blinds and More LLC, a Texas limited liability company ("Franchisor," "we," "us," or "our"), and _____, a _____ ("Franchisee," "you," or "your"), to be effective as of the ___ day of _____, 20__, (the "Effective Date," which is the date on which Franchisor executes this Agreement). Certain initially capitalized terms used frequently in this Agreement are defined in Schedule 5 hereto.

RECITALS:

Franchisor has the right to use and license the use of a system (the "System") for the establishment and operation of franchised businesses that specialize in the sale and distribution of window covering products (the "Products") under the Marks (defined below) ("MITS Businesses" or "Business").

The distinguishing characteristics of the System include, without limitation, specifications, policies and procedures for operations; quality of the products and services offered; procedures for sales, management and financial control; training and assistance; and advertising and promotional programs, all of which may be changed, improved, and further developed by Franchisor from time to time.

The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Made in the Shade, Blinds and More" and such other trade names, service marks, trademarks, logos, emblems and indicia of origin as are now designated, and may hereafter be designated by Franchisor in writing, for use in connection with the System (the "Marks").

Franchisee wishes to obtain a franchise to establish and operate a MITS Business using the Marks and the System in the Territory identified on Schedule 3.

Franchisor is willing to grant Franchisee a franchise to do so upon the terms and conditions set forth in this Agreement in reliance on Franchisee's application and Franchisee's representations made in this Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. GRANT

A. Grant of Rights. Franchisor hereby grants Franchisee the right and license, and Franchisee hereby accepts the right and obligation, to establish and operate a MITS Business in accordance with this Agreement under the Marks and the System in the Territory described in Schedule 3 to this Agreement.

B. Exclusivity. If Franchisee is in compliance with this Agreement and all other agreements between Franchisee or its affiliates and Franchisor or its affiliates, and subject to Sections 1.C. and 1.D., during the term of this Agreement, Franchisor and its affiliates will not establish or authorize anyone except Franchisee to establish a MITS Business in the Territory. Franchisee may not market and/or sell any Products outside Franchisee's Territory without Franchisor's prior written consent, and such prohibition includes attendance at trade shows outside the Franchisee's territory.

C. Reserved Rights. We, our affiliates, and any other authorized person or entity will have the exclusive right, among others, without any compensation to you, (i) to operate, and license others to operate, MITS Businesses at any location outside the Territory; (ii) within and outside the Territory to offer and sell, and license to others to offer and sell, any similar or dissimilar products and services, using Marks different from the ones we license you to use, however, we will not grant licenses to others to operate business systems within the Territory that offer window covering products; and (iii) to advertise and promote the System in the Territory.

We do not reserve the right to offer similar products or services in the Territory under the same or similar Marks as we license to you, or different Marks, to use through other methods of distribution, including the Internet, catalog sales, telemarketing or other direct marketing, except we may use those methods to gain customer leads that we direct to your franchise.

D. Performance Standards. Franchisee shall use its best efforts to actively sell the Products and promote the Business in accordance with the terms and conditions set forth in this Agreement. Franchisee shall make not less than $55,000 in Manufacturer Product Purchases in each Agreement Year (each as defined in Schedule 5) (the "Minimum Performance Standard"). If Franchisee fails to achieve the Minimum Performance Standard in any Agreement Year, Franchisor shall have the right to modify or reduce the size of Franchisee's Territory in Franchisor's sole discretion. Franchisee's failure to achieve the Minimum Performance Standard in any two (2) or more Agreement Years (whether or not such Agreement Years are consecutive) shall constitute a default for which Franchisor may, in its sole discretion, further modify or reduce the size of Franchisee's Territory or terminate this Agreement immediately upon written notice and without providing Franchisee any right to cure.

E. Opening Date. Franchisee shall commence business with the public no later than sixty (60) days after the execution of this Agreement, unless Franchisee obtains a written extension of such time period from Franchisor. Franchisee shall not commence business without the written authorization of Franchisor, which authorization shall be conditioned upon Franchisee's strict compliance with this Agreement, including, but not limited to, those obligations described in Section 5 of this Agreement. If Franchisee fails to comply with any of its obligations under this Agreement, Franchisor shall have the right to prohibit Franchisee from opening. Franchisee's failure to commence business in compliance with these provisions shall be deemed a material event of default under this Agreement.

2. TERM AND RENEWAL

A. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement will begin on the Effective Date and will continue until ten (10) years from the Opening Date.

B. Renewal. Franchisee may, at its option, renew its rights under this Agreement for additional consecutive terms of ten (10) years each, subject to any or all of the following conditions which must, at Franchisor's option, be met prior to and at the time of renewal:

(1) Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than six (6) months nor more than nine (9) months before the end of the initial term and renewal term, as applicable;

(2) Franchisee shall renovate and modernize, in a manner satisfactory to Franchisor and consistent with the then-current standards of the System, Franchisee's Office (including home office), computer and software systems, and other facilities and equipment used in the MITS Business as Franchisor may reasonably require;

(3) Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto; neither Franchisee nor its affiliates shall be in default of any other agreement with Franchisor or any of its affiliates; and Franchisee and its affiliates shall have substantially and timely complied with the terms and conditions of such agreements during the respective terms thereof;

(4) Franchisee shall have timely satisfied all monetary obligations owed to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates;

(5) Franchisee shall execute Franchisor's then-current form of renewal franchise agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement;

(6) With the written notice to renew, Franchisee shall pay to Franchisor a renewal fee in an amount equal to $2,500 in consideration for Franchisor's legal and other administrative costs.

(7) Franchisee and its Principals shall execute a general release of any and all claims against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees, past and present, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders; and

(8) Franchisee shall comply with Franchisor's then-current qualification and training requirements.

3. FEES

A. Initial Franchise Fee. Franchisee shall pay Franchisor an initial franchise fee of $59,000 upon execution of this Agreement. The initial franchise fee shall be deemed fully earned and nonrefundable upon execution of this Agreement, and shall be in consideration for the right and license to use the Marks in connection with the Business; initial product, marketing, and sales training; access to Franchisor's manufacturer network utilizing volume purchasing power; ongoing assistance; initial inventory of sample Products; access to Franchisor's participation with certain third-party customer financing programs; and other services set forth herein.

B. Website Fee. Franchisee shall pay to Franchisor, its affiliate, or its third-party designee via any means reasonably specified by Franchisor, its affiliate, or its third-party designee: (i) an initial website fee in an amount equal to $99 - $249, upon notice and demand from Franchisor, its affiliate, or its third-party designee; and (ii) a continuing monthly website fee in an amount equal to $99 - $249, payable no later than the first (1st) day of each month during the Term. This fee may increase or decrease.

C. Products Purchased from Non-Designated Suppliers. If Franchisee obtains Franchisor's prior written approval to sell Products from non-designated suppliers (pursuant to Section 6.C.(2) herein), Franchisee shall pay to Franchisor a fee in an amount equal to five percent (5%) of the price of the Manufacturer Product Purchases paid by Franchisee to such non-designated suppliers (the "Non-Designated Supplier Purchases"). Such fee shall be due and payable each calendar quarter based on Franchisee's Non-Designated Supplier Purchases for the immediately preceding calendar quarter and shall be paid by Franchisee to Franchisor via any means reasonably specified by Franchisor, so that it is received by Franchisor on or before the fifth (5th) day of each calendar quarter, provided such day is a Business Day. If the date on which a payment would otherwise be due is not a Business Day, then payment shall be due on the next Business Day.

D. Records, Reports, Audit. On or before fifth (5th) day of each calendar quarter, Franchisee shall provide a report to Franchisor of all of Franchisee's gross sales accruing during the immediately preceding calendar quarter. In addition, Franchisee shall maintain during the term of this Agreement, in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals, and shall preserve for at least five (5) years from the date of preparation, full, complete and accurate books, records and accounts of the Business, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers. Franchise shall also submit to Franchisor such forms, reports, records, information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor. Franchisor shall have the right to audit or inspect Franchisee records, in person, electronically (including e-mail), or mail. Franchisee shall make its premises and books and records available to Franchisor for inspection upon reasonable notice and comply within 5 business days of any request to receive information electronically.

E. Past Due Amounts; Acceptance and Application of Payments.

(1) In addition to the initial franchise fee and annual website fee, Franchisee shall pay when due all other fees, amounts or reimbursements described in this Agreement. Time is of the essence for all payments to be made by Franchisee to Franchisor. Any payment not actually received by Franchisor on or before the due date provided by Franchisor shall be deemed overdue. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of ten (10%) percent per annum, or the maximum rate allowed by applicable law. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment to reduce any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder, then such excess shall be repaid to the party making the payment.

(2) Acceptance by Franchisor of any payments due subsequent to the due date shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Principals of any terms, provisions, covenants or conditions of this Agreement.

(3) Franchisor shall have the right to apply any payment it receives from Franchisee to any amounts Franchisee owes Franchisor or its affiliates under this Agreement or any other agreement between them, even if Franchisee has designated the payment for another purpose or account. Franchisor may accept any check or payment in any amount from Franchisee without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere shall constitute or be considered as an accord or satisfaction.

(4) Franchisee shall have no right to withhold any payments due Franchisor on account of Franchisor's breach or alleged breach of this Agreement, and no right to offset any amount due Franchisor against any obligation that Franchisor may owe to Franchisee.

4. FRANCHISOR'S OBLIGATIONS

Franchisor agrees to provide, or cause the following services to be provided to Franchisee:

A. Manuals. Beginning during the initial training program, access to one (1) set of the Manuals, either in paper or electronic form.

B. Software Programs. For a Software Fee up to $199 per month, any Software Programs that Franchisor specifies for use in the System, and you agree to pay such fee to us.

C. Advertising. For our actual costs plus 20% to cover our administrative costs, certain advertising and promotional materials developed by Franchisor from time to time for use in marketing and advertising for the System.

D. Operational Advice. Advice and written materials concerning techniques for managing and operating MITS Businesses, including new developments and improvements in System products and services, sales strategy, and other support.

E. Designated Supplier; Approved Products List. A list of designated suppliers, which Franchisor may change from time to time in its sole discretion, and selections for and publication of the Approved Products List, which Products and pricing may change from time to time in Franchisor's sole discretion.

F. Sample Inventory. Prior to opening of the Business, and at no cost to Franchisee, make available to Franchisee an initial inventory of sample Products from designated suppliers, and thereafter supply such additional inventory of sample Products as Franchisee reasonably requests and Franchisor reasonably requires. See Sec. 6.D(4) of the Franchise Agreement.

G. Training. An initial training program for Franchisee's Operating Principal and one further trainee and additional training programs in accordance with Section 6.K. With Franchisor's prior written consent and subject to its then-current certification procedures, Franchisor may authorize Franchisee to implement a training program for the employees of the Business developed pursuant to this Agreement in accordance with Franchisor's then-current standards.

H. Remedial Training. Upon Franchisee's reasonable request or if Franchisor shall determine it to be necessary during the term of this Agreement, on-site remedial training; provided, that remedial training shall be conducted subject to the availability of Franchisor's personnel, and provided further, that Franchisor may require Franchisee to pay the per diem fee then being charged for on-site remedial training, and pay or reimburse Franchisor for the expenses incurred by its representatives, including the costs of travel, lodging, meals, and wages.

I. Annual Conference. Franchisor may, in Franchisor's sole discretion, hold an Annual Conference at a location to be selected by Franchisor. Franchisor will determine the topics and agenda for such conference to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and Franchisor's personnel regarding MITS Business operations and programs, and recognizing franchisees for their achievements. Franchisor may require Franchisee to attend the Annual Conference, for a duration designated by Franchisor, and to pay Franchisor's then-current registration fee of up to $250 per person. All expenses, including Franchisee's and Franchisee's employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are Franchisee's sole responsibility. If Franchisor establishes a marketing Fund, Franchisor may use expenditures from the Marketing Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials.

5. FRANCHISEE'S AGREEMENTS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Franchisee's Investigation of this Franchise. Franchisee acknowledges that Franchisee has read this Agreement and that Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary for Franchisor to maintain the uniformity of MITS Businesses and to protect the goodwill of the Marks and the integrity of the System. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that an investment in a MITS Business involves business risks; that Franchisee's success is largely dependent on Franchisee's abilities and efforts; and that the nature of MITS Businesses may change over time. Franchisee has not received or relied on any guaranty or assurance, express or implied, as to the revenues, profits or success of the business contemplated by this Agreement.

B. Organization and Ownership. If Franchisee is a corporation, limited liability company or other legal entity: (i) Franchisee is duly organized and validly existing under the laws of the state of its formation; (ii) Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification; (iii) Franchisee's corporate charter or limited liability company agreement shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the MITS Business; and (iv) the ownership interests in Franchisee are accurately and completely described in Schedule 4.

C. Financial Matters. The Principals that Franchisor designates shall jointly and severally guarantee the performance of Franchisee's obligations under this Agreement pursuant to the terms and conditions of the Principal's Guaranty and Assumption Agreement at Schedule 1 hereto, and shall otherwise bind themselves to the terms of this Agreement as stated herein. Franchisee shall maintain at all times during the term of this Agreement sufficient working capital to fulfill its obligations under this Agreement.

D. Legal Compliance. In addition to complying with Franchisee's obligations under this Agreement, Franchisee agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances and orders, and to adhere to them at all times during the term of this Agreement.

E. Powers of Attorney. Franchisee hereby appoints Franchisor its true and lawful attorney-in-fact, with full power and authority to assign to Franchisor upon the termination or expiration of this Agreement all rights to the telephone numbers of the Business, any related print or online listings, and all rights to any website listings or services, search engines or systems, and any other business listings related to the Business.

6. BUSINESS OPERATIONS

A. Standards Compliance. Franchisee acknowledges the importance of maintaining uniformity among all of the MITS Businesses and the importance of complying with all of Franchisor's standards and specifications relating to the operation of the MITS Businesses. To protect the reputation and goodwill of Franchisor and to maintain the high standards of operation under the Marks, Franchisee shall conduct its business in accordance with the Manuals, other written directives which Franchisor may

issue to Franchisee from time to time, and any other manuals and materials created or approved for use in the operation of MITS Businesses.

B. Office. Franchisee shall establish and maintain at all times an office that shall be located in the Territory (the "Office"). The Office may be located in Franchisee's or one of its Principals' homes, or it may be located in a separate commercial office location. All signage, if any, at the Office must comply with Franchisor's standards. If the Office is located in Franchisee's or one of its Principals' home, it must be separate and distinct from the living space and be dedicated to the Business. If Franchisee has not selected a location for the Office at the time that the parties execute this Agreement, the parties will amend Schedule 3 to reflect the address of the Office when the location of the Office is determined. Franchisee acknowledges that Franchisor does not review or approve the location of the Office; provided, if the Office is not located in Franchisee's or one of its Principals' home, Franchisor shall have the right to review the location to confirm that such location meets Franchisor's standards. The inclusion of the address of the Office in Schedule 3 does not constitute a guarantee, assurance, representation or warranty of any kind, express or implied, as to the suitability of the Office for the operation of the Business or for any other purpose. Franchisee acknowledges that it has independently investigated the suitability of the Office for the operation of a MITS Business. Franchisor may require Franchisee at the time(s) Franchisor designates to make improvements to the Office to conform it to Franchisor's then-current standards.

C. Sourcing. Franchisee shall comply with all of Franchisor's standards and specifications relating to the purchase of all inventory, equipment (including computer hardware and software), marketing materials, and other products used or offered for sale in the Business. Franchisee shall offer for sale to customers only such Products that are contained on the Approved Products List and from such suppliers designated by Franchisor. Franchisor's designated suppliers are those who Franchisor has entered into volume purchasing arrangements and who continue to demonstrate the ability to meet Franchisor's then-current standards and specifications for inventory, equipment and other items used or offered for sale in the MITS Business and who possess adequate quality controls and capacity to supply Franchisee's needs and distribute promptly and reliably over an extended period of time.

(1) Franchisee acknowledges and agrees that Franchisor may change the number of designated and approved suppliers at any time and may designate itself, its affiliate, or a third party as the exclusive source for any particular item. Franchisee further acknowledges and agrees that Franchisor will profit from Franchisee's purchases from designated and other suppliers, and will receive certain rebates, payments, fees, allowances, commissions and/or reimbursements from such suppliers in respect of Franchisee's purchases.

(2) If Franchisee desires to purchase, lease, or use any products or other items from a non-designated supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so. We shall notify you within 30 days of your request whether your request was approved or disapproved. If we fail to notify you, such failure shall be deemed that your request was disapproved. Franchisee shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by Franchisor, which approval may be withheld by Franchisor in its sole discretion and which shall be, at a minimum, contingent upon Franchisor entering into a volume purchasing arrangement with such supplier. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge, not to exceed the cost of the inspection and of the test (including Franchisor's administrative costs attributable to both), shall be paid by Franchisee or the supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier.

Franchisee's failure to comply with the provisions of this Section 6.C. shall be deemed a material breach under this Agreement.

D. Approved Products List.

(1) Franchisor will provide Franchisee with an Approved Products List containing the Products (including the brand and style of each item) approved by Franchisor for sale by MITS Businesses. Franchisee must make available for customer purchase only such items contained in the Approved Products List. Franchisor will update the Approved Products List periodically and provide Franchisee with the updated list. Franchisor will, in its discretion, determine the brands and styles of Products and items included on the Approved Products List. Franchisor shall have no responsibility and does not guarantee the availability of any of the items on the Approved Products List. Franchisee shall promptly pay the invoices with respect to all inventory in accordance with their terms.

(2) All inventory shall be offered, sold, and delivered according to the specifications contained in the Manual or as otherwise directed by Franchisor. Franchisee shall make no sales of inventory or services outside of the Territory unless Franchisor otherwise consents in writing.

(3) If Franchisee desires to offer any other brand or inventory items not on the Approved Products List, Franchisee shall submit to Franchisor a written request for approval in writing, which approval Franchisor may grant or withhold in Franchisor's sole discretion.

(4) Franchisor will provide Franchisee with an initial inventory of sample Products from designated suppliers as part of Franchisee's initial franchise fee; thereafter, Franchisee is required and agrees to pay to Franchisor $100 to $200 per month or as needed to maintain an adequate inventory of sample Products for use with prospective customers.

E. Operational Requirements. Franchisee shall operate the Business in full conformity with Franchisor's methods, standards and specifications as set forth in the Manuals and as from time to time otherwise prescribed in writing. Without limitation of the foregoing, Franchisee agrees:

(1) To actively sell and offer for sale all Products required by Franchisor utilizing the method, manner and style of distribution prescribed by Franchisor, and to maintain an adequate inventory of sample Products, as prescribed by Franchisor from time to time;

(2) To sell and offer for sale only such Products that are listed on the Approved Products List or that have otherwise been expressly approved for sale in writing by Franchisor; to discontinue selling and offering for sale any inventory items, products or services and any method, manner or style of distribution which Franchisor may, in its sole discretion, disapprove in writing at any time; and to refrain from deviating from Franchisor's standards and specifications without Franchisor's prior written consent;

(3) To purchase or lease and install, at Franchisee's expense, all equipment (including computer systems), signs (if the Office is not a home office), and related items at the Office that Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing;

(4) To maintain a competent, courteous, conscientious, sales-oriented trained staff and to take any and all steps as are necessary to ensure that its employees preserve good customer relations and comply with any dress code Franchisor may prescribe;

(5) To comply with all manufacturer warranty duties, if any, applicable to safety and warranty laws and regulations; and

(6) To refrain from offering or facilitating the purchase of any non-manufacturer Product warranty to customers and from representing to any customer that Franchisor provides any non-manufacturer Product warranty of any kind.

F. Computer Systems. Franchisee agrees to use the Computer System that Franchisor specifies from time to time for use in the operation of the Business; provided, however, that Franchisor's current specifications require only that Franchisee have a functioning personal computer that has a high-speed modem and that connects to the Internet and transmits and receives e-mail. Franchisee acknowledges that Franchisor may make reasonable modifications to the specifications and the components of any such Computer System from time to time. Franchisor may require Franchisee to obtain specified computer hardware and/or software, including, without limitation, a license to use Software Programs developed by Franchisor or others. Changes to the Computer System specifications may require Franchisee to incur reasonable costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System during the term of this Agreement. Franchisee acknowledges that Franchisor cannot estimate the future costs of the Computer System (or additions or modifications thereto) and that the cost to Franchisee of obtaining the Computer System (including software licenses) or additions or modification thereto may not be fully amortizable over the remaining term of this Agreement. Nonetheless, Franchisee agrees to incur such costs. Within sixty (60) days after Franchisee receives notice from Franchisor, Franchisee agrees to obtain the components of the Computer System that Franchisor requires. Franchisee further acknowledges and agrees that Franchisor has the right to charge a reasonable systems fee (up to our actual costs plus 20% to cover our administrative costs) for any software or systems modifications and enhancements specifically made for Franchisor that are licensed to Franchisee and other maintenance and support services that Franchisor or its affiliate may furnish to Franchisee.

G. MITS Website; Internet; Intranet. Franchisor has established an Internet website containing contact information for the franchised MITS Businesses and other information about the System, the products and services offered by MITS Businesses. Franchisor shall have sole discretion and control over the website, including timing, design, contents and continuation. Without Franchisor's prior written approval, which Franchisor may give or withhold in Franchisor's sole discretion, Franchisee may not develop, create, generate, own, or otherwise use any computer and/or electronic media (including but not limited to the Internet, bulletin boards, social networking sites (*e.g.*, Facebook), and news groups) in connection with the Business. Franchisee agrees that Franchisee has no authority to, and Franchisee will not, register any domain name in any class or category that uses or creates any association with the Marks (including any abbreviation, acronym, phonetic variation or visual variation of the Marks) or the System without Franchisor's express prior written consent. Franchisor also has the sole right (but no obligation) to develop an Intranet through which Franchisor and Franchisor's franchisees can communicate by e-mail or similar electronic means. If Franchisor develops an Intranet, Franchisee agrees to participate in strict compliance with Franchisor's standards, protocols and restrictions.

H. Customer Complaints. Franchisee shall process and handle all consumer complaints connected with or relating to the Business, and shall promptly notify Franchisor of all: (i) safety or health violations, (ii) claims exceeding $1,000, and (iii) any other material claims against or losses suffered by Franchisee. Franchisee shall maintain any communications with governmental authorities affecting the Business during the term of this Agreement and for one (1) year after the expiration or earlier termination hereof.

I. Vehicles. Any vehicle used by Franchisee in connection with the operation of the Business shall meet Franchisor's image and other standards. Franchisee shall keep the vehicle clean and

in good working order. Franchisee shall not permit anyone to operate a vehicle used in connection with the Business who is under the age of eighteen (18) years or who does not possess a valid driver's license issued by state in which the Business is located. Franchisee shall require each person who operates a vehicle used in connection with Business operations to comply with all applicable laws, regulations and rules of the road and to use due care and caution in the operation and maintenance of the vehicles. Except as stated herein, Franchisor does not exercise any control over any motor vehicle used by Franchisee.

J. Operating Principal. Upon the execution of this Agreement, Franchisee shall designate, and shall retain at all times during the term of this Agreement, an individual to serve as Franchisee's Operating Principal. If Franchisee is an individual, Franchisee shall perform all obligations of the Operating Principal. The Operating Principal for all MITS Businesses operated by Franchisee and, if applicable, Franchisee's affiliates, shall be the same person. The Operating Principal shall maintain a direct or indirect ownership interest of not less than ten percent (10%) in Franchisee. Except as may otherwise be provided in this Agreement, the Operating Principal's interest in Franchisee shall be and remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options. The Operating Principal shall execute this Agreement as a Principal, and shall be individually, jointly and severally, bound by all obligations of Franchisee, the Operating Principal and a Principal hereunder. The Operating Principal shall meet Franchisor's qualifications, as set forth in this Agreement, the Manuals, or otherwise in writing and, without limitation, shall be empowered with full authority to act for and on behalf of Franchisee. Franchisee must promptly notify Franchisor if the Operating Principal cannot continue to serve in that capacity or no longer qualifies as such, and must take corrective action within thirty (30) days thereafter. During such thirty (30) day period, Franchisee must provide for interim management of its operations in accordance with this Agreement. Any failure to comply with this Section 6.J. will be a material breach of this Agreement.

K. Training. Franchisee's Operating Principal shall successfully complete Franchisor's management training program prior to the Opening Date. Any successor or replacement Operating Principal shall successfully complete Franchisor's management training program within a reasonable time after such persons are designated. Such persons, and any other personnel of Franchisee whom Franchisor may designate, shall attend and complete any additional training that Franchisor may from time to time require. Training shall be conducted at locations designated by Franchisor.

(1) Initial management training for Franchisee's Operating Principal and one further trainee is provided at no additional charge; however, any additional trainees will incur a fee of $750 per additional attendee. Moreover, Franchisor reserves the right to charge a reasonable fee for training successor or replacement personnel and for any additional training programs. Franchisee shall be responsible for any and all expenses incurred in connection with any initial or additional training, including, without limitation, the costs of travel, lodging, meals and wages incurred by Franchisee, its Operating Principal, and its employees.

(2) If the Operating Principal fails, in Franchisor's sole judgment, to satisfactorily complete Franchisor's management training program, and Franchisee fails to cure such default within forty-five (45) days following written notice from Franchisor, Franchisor may terminate this Agreement.

(3) If Franchisee asks or if Franchisor believes it is appropriate, Franchisor will (subject to availability) provide trained representatives to conduct on-site remedial training in Franchisee's Territory or at Franchisee's Office. Franchisee agrees to pay Franchisor a then-current per diem fee for remedial training, currently $250 per person, plus all expenses incurred by the representatives in connection with such training including, without limitation, the costs of travel, lodging, meals, etc.

L. Pricing. To the fullest extent permitted by applicable law, Franchisor reserves the right to establish maximum or other pricing requirements with respect to the prices Franchisee may charge for products or services.

7. ADVERTISING AND RELATED FEES

A. Promotional Programs. Franchisee shall participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention programs that Franchisor implements for all or part of the MITS franchise system and shall sign the forms and take the other action that Franchisor requires in order for Franchisee to participate in such programs. Franchisor may, from time to time, in its sole discretion, develop and administer advertising and sales promotion programs designed to promote all MITS Businesses operating under the System including but not limited to a national marketing fund. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor. The standards and specifications established by Franchisor for such programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, shall be final and binding upon Franchisee.

B. Advertising Approvals. All advertising and promotion by Franchisee in any medium shall be conducted in a dignified manner and shall conform to Franchisor's standards and specifications. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials, including, without limitation, those placed on the Internet pursuant to Section 6.G., prior to use if such plans and materials have not been prepared or previously approved by Franchisor during the twelve (12) month period immediately preceding their proposed use. Franchisee shall submit any unapproved plans and materials to Franchisor, and Franchisor shall approve or disapprove such plans and materials within twenty (20) days after receiving them. If Franchisor does not respond to Franchisee's request for approval within such twenty (20)-day period, the materials or plans shall be deemed approved by Franchisor. Franchisee shall not use any unapproved plans or materials until they have been approved or deemed approved by Franchisor, and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved or deemed approved, upon notice from Franchisor.

C. Local Advertising. We recommend that you spend 2% of your Business's gross sales on local advertising in each calendar year. We reserve the right to require you to submit to us such forms, reports, records, information, and data regarding your local advertising expenditures as we may reasonably designate in accordance with Franchisor's standards and specifications (the "Local Marketing Requirement"). The Local Marketing Requirement must be expended within Franchisee's Territory. Franchisee acknowledges and agrees that Franchisee's Local Marketing Requirement must be expended regardless of the amount(s) spent by other System franchisees on Local Marketing. Franchisee may spend any additional sums Franchisee wishes on Local Marketing. Franchisee must use only such advertising and promotional materials as have been previously approved by Franchisor. Upon request by Franchisor, Franchisee will submit to Franchisor proof of Franchisee's expenditures on local marketing.

D. Best Efforts, Councils, and Co-Ops. Neither you nor we are required to participate in, or spend additional funds on, specific advertising or sales promotion programs in your Territory. You must use your best efforts to actively sell the Products and promote the Business in your Territory. We do not currently have an advertising council, and you are not required to participate in any local or regional advertising cooperatives.

8. MARKS

A. Right to Use the Marks. Franchisor grants Franchisee the right to use the Marks during the term of this Agreement in accordance with this Agreement and Franchisor's standards and specifications.

B. Agreements Regarding the Marks. Franchisee expressly acknowledges that:

(1) As between Franchisor and Franchisee, Franchisor is the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the rights of Franchisor or its affiliates in and to the Marks. Nothing in this Agreement shall give Franchisee any right, title, or interest in or to any of the Marks, except the right to use the Marks in accordance with the terms and conditions of this Agreement.

(3) Any and all goodwill arising from Franchisee's use of the Marks shall inure solely and exclusively to the benefit of Franchisor or its affiliates, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount shall be attributable to any goodwill associated with Franchisee's use of the Marks.

(4) Franchisee shall not contest, or assist others to contest, the validity, or the interest, of Franchisor or its affiliates in the Marks.

(5) Any unauthorized use of the Marks shall constitute an infringement of Franchisor's or its affiliates' rights in the Marks and a material event of default under this Agreement. Franchisee shall provide Franchisor with all assignments, affidavits, documents, information and assistance related to the Marks that Franchisor or its affiliates reasonably request, including all such instruments necessary to register, maintain, enforce and fully vest the rights of Franchisor or its affiliates in the Marks.

(6) We have the right to discontinue or modify our substitute the Marks in our sole discretion. If we do, you must adopt and use any new marks as required by us. Any expense you incur because of adopting and using these marks are your responsibility.

(7) Franchisee shall, in its business cards, use the Marks only in obvious conjunction with the words, "An Independent Made in the Shade, Blinds and More Franchisee."

C. Use of the Marks. Franchisee further agrees that Franchisee shall:

(1) Operate and advertise the Business only under the name "Made in the Shade, Blinds and More," without prefix or suffix, unless otherwise authorized or required by Franchisor. Franchisee shall not use the Marks or any portion thereof as part of its limited liability company, corporate or other legal name.

(2) Identify itself as the owner of the Business in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, and shall display a notice in such content and form and at such conspicuous locations on the premises of the Business or on any vehicle used in the operation of the Business as Franchisor may designate in writing.

(3) Not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

(4) Comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

(5) Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor or the System as part of any e-mail address, domain name, or other identification of Franchisee in any electronic medium, except as expressly permitted by Franchisor in writing. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to the content of such e-mail advertisements or solicitations as well as Franchisee's plan for transmitting such advertisements. In addition, Franchisee shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act of 2003").

D. Infringement and Claims. Franchisee shall notify Franchisor immediately of any apparent infringement of or challenge to Franchisee's use of any Mark and of any claim by any person of any rights in any Mark. Franchisor is not required to take affirmative action when notified of these uses or claims. Franchisor has the sole right to control any administrative proceedings or litigation involving a trademark licensed by Franchisor to you. Franchisor shall have complete discretion to take any action it deems appropriate in connection with any infringement of, or challenge or claim to, any Mark and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. Franchisor is not required to participate in Franchisees defense or indemnify Franchise for any expenses or damages incurred if Franchisee is a party to claim involving the Marks. Franchisee and the Principals shall not communicate with any person other than Franchisor, its affiliates, their counsel, and Franchisee's counsel in connection with any such apparent infringement, challenge or claim. Franchisee agrees to execute all such instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any affiliate in the Marks.

9. CONFIDENTIALITY AND NONCOMPETITION COVENANTS

A. Manuals. The Manuals shall be provided to Franchisee in either paper or electronic form. The Manuals are Franchisor's property and any print copies (if permitted or made available by Franchisor) shall be returned to Franchisor when this Agreement expires or is terminated for any reason. Franchisee and the Principals shall at all times treat the Manuals, and the information contained therein, as confidential and shall maintain such information as secret and confidential in accordance with this Section 9. Franchisee and the Principals shall not at any time copy, duplicate, record or otherwise reproduce the Manuals, in whole or in part, or otherwise make the same available to any unauthorized person. Franchisee shall make the Manuals available only to those of Franchisee's employees who must have access to them in order to operate the Business. Franchisor has the right to add to or modify the Manuals from time to time to, among other reasons, change operating procedures, maintain the goodwill associated with the Marks, and enable the System to remain competitive. Franchisee shall comply with the terms of all additions and modifications to the Manuals and shall keep the Manuals current. If there is a dispute about the contents of the Manuals, the terms of the master copy at Franchisor's offices shall control. The entire contents of the Manuals, and Franchisor's mandatory specifications, procedures and rules prescribed from time to time, shall constitute provisions of this Agreement as if they were set forth herein.

B. Nondisclosure of Confidential Information. "Confidential Information" means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us

during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

You will not directly or indirectly disclose, publish, disseminate or use our "Confidential Information" except as authorized in the Franchise Agreement. You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your franchised business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

C. Noncompetition Covenants. Franchisee and the Principals covenant as follows:

(1) With respect to Franchisee, during the term of this Agreement (or with respect to each of the Principals, for so long as such person satisfies the definition of "Principal" under this Agreement), except as otherwise approved in writing by Franchisor, neither Franchisee nor any of the Principals shall, directly or indirectly:

(a) Divert, or attempt to divert, any business or customer of the Business to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to MITS Businesses operated under valid agreements with Franchisor, offer any business that is the same as or similar to a MITS Businesses (including, without limitation, any business which primarily offers and sells window coverings and other similar household or commercial products) and which is located within the United States or Canada.

(2) With respect to Franchisee, for a continuous uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee's interest in, this Agreement (or, with respect to each of the Principals, commencing upon the earlier of (i) the expiration or termination of, or transfer of all of Franchisee's interest in, this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of "Principal" under this Agreement) and continuing for two (2) years thereafter, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any of the Principals shall, directly or indirectly:

(a) Divert, or attempt to divert, any business or customer of the licensed business to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to MITS Businesses operated under valid agreements with Franchisor, offer any business that is the same as or similar to a MITS Business (including, without limitation, any business that primarily offers window coverings and other similar household or commercial products) and which is, or is intended to be, located (i) in the Territory, (ii) within a twenty-five (25) mile radius of the Territory, or (iii) within a twenty-five (25) mile radius of any other MITS franchised territory then in existence.

(3) Franchisee agrees that each of the foregoing covenants contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or Franchisor's other business interests. Each covenant shall be construed as independent of any other covenant or provision of this Agreement. If all or any

portion of a covenant in this Section 9.C. is held unreasonable or unenforceable by a court having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and Franchisee's Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 9.C.

(a) Franchisee and Franchisee's Principals expressly agree that the existence of any claims Franchisee or they may have against Franchisor, whether arising under this Agreement or otherwise, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 9.C.

D. Injunctive Relief. Franchisee and Franchisee's Principals acknowledge that any failure to comply with the requirements of this Section 9 shall constitute a material event of default under this Agreement and further acknowledge that such a violation would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Franchisee and Franchisee's Principals accordingly consent to the issuance of an injunction prohibiting any conduct by Franchisee or Franchisee's Principals in violation of the terms of this Section 9, without the requirement that Franchisor post a bond. Franchisee and Franchisee's Principals agree to pay all court costs and reasonable attorneys' fees and costs that Franchisor incurs in connection with the enforcement of this Section 9, including all costs and expenses for obtaining specific performance, or an injunction against the violation, of the requirements of this Article, or any part of it.

E. Execution of Covenants by Franchisee's Principals and Management. Franchisee agrees to require and obtain the execution of covenants similar to those set forth in Sections 9.B. and C. from all of Franchisee's Principals not signing the Principals' Guaranty and Assumption Agreement, from all Business management personnel, and, at Franchisor's request, any other of Franchisee's personnel. These covenants must be substantially in the form set forth in Schedule 2.

10. INSURANCE

A. Franchisee shall procure and maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, partners, and employees, against any claims for loss, liability, personal injury, death, property damage, or any expense whatsoever arising out of or occurring upon or in connection with the Business. Such policy or policies shall be written by an insurance company satisfactory to Franchisor in accordance with its then-current standards and specifications for insurance coverage.

B. Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment therefor to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days prior written notice to Franchisor. Should Franchisee, for any reason, fail to procure or maintain any insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in writing, Franchisor shall have the right and authority (without, however, any obligation to do so), immediately to procure such insurance and to charge the cost of same to Franchisee plus our administrative costs.

11. DEBTS AND TAXES

A. Payment of Taxes and Other Obligations. Franchisee shall promptly pay when due all Taxes, levied or assessed and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchised business. Without limiting the provisions of Section 13, Franchisee shall be

solely liable for the payment of all Taxes and shall indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether or not correctly or legally assessed.

B. No Deduction. Each payment to be made to Franchisor hereunder shall be made free and clear and without deduction for any Taxes.

C. Disputed Liability. In the event of any bona fide dispute as to Franchisee's liability for Taxes or other indebtedness, Franchisee may contest the validity or the amount of the Tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the assets of the franchised business or any improvements thereon.

D. Credit Standing. Franchisee recognizes that the failure to make payments or repeated delays in making prompt payments to suppliers will result in a loss of credit rating or standing which will be detrimental to the goodwill associated with the Marks and the System. Except for payments which are disputed by Franchisee in good faith, Franchisee agrees to promptly pay when due all amounts owed by Franchisee to Franchisor, its affiliates, and other suppliers.

E. Notice of Adverse Orders. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the franchised business.

12. TRANSFER

A. By Franchisor. Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity who agrees to be bound by its terms.

B. By Franchisee and Principals. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of Franchisee and the Principals. Accordingly, neither Franchisee nor any Principal, nor any successor or assign of Franchisee or any Principal, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise dispose of or encumber any direct or indirect interest in this Agreement, in the Business or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material breach under this Agreement. If Franchisee wishes to transfer all or part of its interest in the Business or this Agreement, or if Franchisee or a Principal wishes to transfer any ownership interest in Franchisee, transferor and the proposed transferee shall apply to Franchisor for its consent. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee, in the Business or in this Agreement but may require any or all of the following as conditions of its consent:

(1) Pay all amounts due to Franchisor and third-party vendors;

(2) Franchisee and its affiliates shall not be in default of this Agreement, or any other agreement with Franchisor or its affiliates, and shall have substantially and timely complied with all the terms and conditions of such agreements during their respective terms, including, without limitation, the Minimum Performance Standard set forth in Section 1.D.;

(3) The transferor and its principals, if applicable, shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims, against Franchisor and its affiliates;

(4) The transferee shall demonstrate to Franchisor's satisfaction that it meets Franchisor's then-current qualifications;

(5) The transferee operating principal, business manager, and any other personnel required by Franchisor shall attend and satisfactorily complete Franchisor's initial franchisee training program and shall pay $750 per person to attend such initial training;

(6) The transferee shall execute Franchisor's then-current form of franchise agreement, or, at Franchisor's option under unusual circumstances, an assignment of the transferor's franchise agreement. The transferee shall not be required to pay an initial franchise fee. If the transferee is an entity, transferee's principals shall also execute a guarantee of the obligations under the franchise agreement.

(7) The transferor shall execute such instruments to remain liable to obligations which survive the transfer of this franchise agreement or rights hereunder as reasonably requested by Franchisor;

(8) The sales price of the franchise shall be approved by franchisor so as to neither be so high as to unreasonably interfere with the transferee's likelihood of success nor so low as to devalue the goodwill and value of the Franchisor and other franchisees in the system; and

(9) Transferor shall provide to transferee updated and complete sample inventory in good condition and/or pay the current cost of replacement samples and pay to Franchisor a transfer fee in an amount equal to $7,500, in consideration for Franchisor's legal and administrative costs associated with the transfer.

13. INDEMNIFICATION

Franchisee agrees to indemnify, defend and hold harmless Franchisor, Franchisor's affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, any and all claims, and liabilities directly or indirectly arising out of the operation of the Business or Franchisee's breach of this Agreement, without limitation and without regard to the cause or causes thereof or the negligence (whether such negligence be sole, joint or concurrent, or active or passive) or strict liability of Franchisor or any other party or parties in connection therewith, including, without limitation, the other Indemnified Parties. Notwithstanding the foregoing, this indemnity shall not apply to any liability arising from Franchisor's gross negligence or willful misconduct, except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to Franchisee, Franchisee's Principals, officers, directors, employees, independent contractors or affiliates. For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential, exemplary or other) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. Franchisor has the right to defend any such claim against Franchisee. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will Franchisor or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate Franchisor's, their or Franchisee's losses and expenses, in order to maintain and recover fully a claim against Franchisee. Franchisee agrees that a

failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts Franchisor or another Indemnified Party may recover from Franchisee. The terms of this Section 13 shall survive the termination, expiration or transfer of this Agreement or any interest herein.

14. RELATIONSHIP OF THE PARTIES

A. Independent Contractor Relationship. Franchisee agrees that the relationship created by this Agreement is not a fiduciary, special, or any other similar relationship, but rather is an arm's-length business relationship, and Franchisor owes Franchisee no duties except as expressly provided in this Agreement. Franchisee shall be an independent contractor, and nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor conducting its Business operations pursuant to the rights granted by Franchisor.

B. No Authority. Nothing in this Agreement authorizes Franchisee or any of the Principals to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Franchisee or any of the Principals or any claim or judgment arising therefrom.

15. TERMINATION

A. Termination on Notice; No Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, upon the occurrence of any of the following events:

(1) If Franchisee is insolvent, meaning unable to pay its bills in the ordinary course of business as they become due.

(2) If Franchisee or any of the Principals fails to disclose to Franchisor a felony conviction before acquiring this franchise or is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein.

(3) If Franchisee or any of the Principals purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Business to any third party without Franchisor's prior written consent.

(4) If Franchisee fails to achieve the Minimum Performance Standard in two (2) or more consecutive Agreement Years.

(5) If Franchisee commits three (3) or more breaches of this Agreement or the Operations Manual in any 12 month period, regardless of whether such breaches were cured.

B. Termination on Notice; Opportunity to Cure. Except as provided in Section 15.A. of this Agreement, Franchisor may terminate the Franchise Agreement for any other breach of this Agreement or of the Operations Manual, or upon any failure to pay monies owed to the Franchisor, upon giving a 30 day notice to cure to Franchisee, at the end of the 30 day cure period, if Franchisee has not cured in the 30 day cure period.

16. POST-TERMINATION

A. Franchisee's Obligations Upon Termination. Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall terminate, and Franchisee shall:

(1) Immediately cease to operate the Business under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

(2) Immediately and permanently cease to use, in any manner whatsoever, any Confidential Information, methods, procedures, and techniques associated with the System and the Marks. Without limitation of the foregoing, Franchisee shall cease to use all signs, advertising materials, displays, stationery, forms and any other items which display the Marks.

(3) Take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Made in the Shade, Blinds and More" or any other Mark, and furnish Franchisor with satisfactory evidence of compliance within five (5) days after termination or expiration of this Agreement.

(4) Not use any reproduction, counterfeit, copy or colorable imitation of the Marks, in connection with any other business, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, nor shall Franchisee use any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

(5) Promptly pay all sums owing to Franchisor and its affiliates, and all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Franchisor as a result of any default by Franchisee or in connection with obtaining injunctive or other relief for the enforcement of any provisions of this Section 16, which obligation shall give rise to and remain a lien in favor of Franchisor against any and all assets of Franchisee, until such obligations are paid in full.

(6) Immediately deliver to Franchisor all Manuals, records, files, instructions, correspondence, Software Programs, and other materials related to the operation of the Business in Franchisee's possession or control, and all copies thereof, all of which are acknowledged to be Franchisor's property, and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

(7) Comply with the restrictions against the disclosure of Confidential Information in Section 9 of this Agreement and cause any other person required to execute similar covenants pursuant to Section 9 also to comply with such covenants.

(8) At Franchisor's option, assign to Franchisor all rights to the telephone numbers of the Business and any related online or print listings and execute all forms and documents required by Franchisor and any third party provider at any time to transfer such service and numbers to Franchisor. Franchisee shall thereafter use different telephone numbers at or in connection with any subsequent business conducted by Franchisee.

B. Assignment of Franchisor Rights. Franchisor shall be entitled to assign any and all of its options in this Section 16 to any other party, without the consent of Franchisee.

17. MISCELLANEOUS

A. Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by expedited delivery service or certified or registered mail within three (3) Business Days after transmission) to the respective parties at the addresses set forth below unless and until a different address has been designated by written notice to the other party. Any notice shall be deemed to have been given (whether or not delivery is accepted) at the time of personal delivery or, in the case of expedited delivery service on the next Business Day, or, in the case of registered or certified mail, three (3) Business Days after the date and time of mailing, or, in the case of facsimile, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail as provided below).

Notices to Franchisor: Made in the Shade Blinds and More LLC
2630 Rogers Fork
San Antonio, Texas 78258
Attention: Cathy Morse
Telephone: (210) 479-6141
Facsimile: (210) 479-0511

Notices to Franchisee and
the Principals: at the last address we have on file

B. Entire Agreement. This Agreement, the documents referred to herein, and the Schedules hereto, constitute the entire, full, and complete agreement between Franchisor and Franchisee and the Principals concerning the subject matter hereof and except for any disclosures made in our Franchise Disclosure Document, shall supersede all prior related agreements. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

C. No Waiver. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee or the Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Franchisee or the Principals, or as to a subsequent breach or default by Franchisee or the Principals.

D. Choice of Law**.** This Agreement is effective upon its acceptance in Texas by our authorized officer. Except as to claims governed by federal law, Texas law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

E. Jurisdiction and Venue**.** You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in San Antonio, Texas.

F. Jury Waiver. In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

G. Class Action Waiver. You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

H. Punitive Damages Waiver. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

I. Limitation of Actions. You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

J. Prior Notice of Claims. As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

K. Internal Dispute Resolution. You must first bring any Claim to our CEO, after providing notice as set forth in Section 19.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

L. Mediation and Arbitration. Before you may bring any Claim against us, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we can not mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA"), and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

M. Waiver of bond. You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

N. Attorney Fees. If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

O. Third Party Beneficiaries. Our officers, directors, members, shareholders, agents, and employees are express third party beneficiaries of the terms of Sections 17.D – Q. of this Agreement.

P. Survival. All of the covenants contained in this Agreement that may require performance after the termination or expirations of this Agreement will survive any termination or expiration of this Agreement.

Q. Severability Clause. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

R. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

S. No Third-Party Beneficiary. Except as expressly provided to the contrary above, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors and personnel and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section 12), any rights or remedies under or as a result of this Agreement.

T. Further Assurances. The parties will promptly execute and deliver such further documents and take such further action as may be necessary in order to effectively carry out the intent and purposes of this Agreement.

U. Agreement Effective Upon Execution by Franchisor. This Agreement shall not become effective until signed by an authorized representative of Franchisor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

FRANCHISOR:
Made in the Shade Blinds and More LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

FRANCHISEE:

_____
a _____

By:_____
Name: _____
Title: _____

SCHEDULE 1

PRINCIPALS' GUARANTY AND ASSUMPTION AGREEMENT

This Guaranty and Assumption Agreement (the "Guaranty") is given this _____ day of _____, 20__, in consideration of, and as an inducement to Made in the Shade Blinds and More LLC ("Franchisor") to enter into that certain Franchise Agreement dated _____ (the "Agreement") with _____ ("Franchisee"). Each of the undersigned and any other parties who sign counterparts of this Guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") are Principals (as defined in the Agreement) of Franchisee and will receive material benefit from the execution of the Agreement by Franchisor.

Each Guarantor hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, that Franchisee will punctually perform its obligations and pay all amounts due under the Agreement, including, without limitation, amounts due for initial franchise fees, other fees, and purchases of equipment, materials, and supplies.

Each Guarantor waives:

(i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and

(ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

(iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

(iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty; and

(vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

(a) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and

(b) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and

(c) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

(d) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Agreement; and

(e) Franchisee's written acknowledgment, accepted in writing by us, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor also makes all of the covenants, representations, warranties and agreements of the Principals set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Sections 5, 6, 9, 12, 13, 16, 17.F., G., H., J., K., and L.

If Franchisor is required to enforce this Guaranty in an administrative, judicial or arbitration proceeding, and prevail in such proceeding, Franchisor will be entitled to reimbursement of Franchisor's costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was executed.

PRINCIPALS

_____

*Name: _____

_____

Name: _____

_____

Name: _____

_____

Name: _____

* Denotes individual who is Franchisee's Operating Principal

SCHEDULE 2

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this ____ day of _____, 20__, between Made in the Shade Blinds and More LLC, a Texas limited liability company ("Franchisor"), _____, a _____ ("Franchisee") and _____ ("Covenantor") in connection with a franchise agreement between Franchisor and Franchisee dated _____, 20__ ("Franchise Agreement"). Initially capitalized terms used, but not defined in this Agreement, have the meanings contained in the Franchise Agreement.

RECITALS

Franchisor has the right to use and license the use of a System for the establishment and operation of MITS Businesses.

The System is identified by certain Marks including, the mark "Made in the Shade, Blinds and More," and includes certain Confidential Information which provides economic advantages to Franchisor and licensed users of the System.

Franchisor has granted Franchisee the right to operate a MITS Business pursuant to the Franchise Agreement.

In connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Confidential Information.

Franchisor and Franchisee have agreed on the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information.

Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

Confidentiality Agreement

1. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a MITS Business under the Franchise Agreement.

2. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

3. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the operation of the Business.

4. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee.

5. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

6. Covenantor acknowledges that Franchisor grants Franchisee access to the Manuals for limited purposes only and that the Manuals remain the property of Franchisor. Covenantor agrees that no Manuals may be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

Covenantor also makes all of the covenants and agreements of Section 9 of the Franchise Agreement and to personally abide by them.

Principal's Undertaking

Covenantor also makes all of the covenants, representations, warranties and agreements of the Principals set forth in Sections 9.B., 9.C., 12, and 17.F., G., H., J., K. and L. of the Franchise Agreement and is obligated to perform thereunder.

Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that:

a. Each of the covenants herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

b. Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor shall be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

c. In the event of a breach of this Agreement, Franchisor would be irreparably injured and without an adequate remedy at law and, therefore, upon any such breach or attempted breach of any provision hereof, Franchisor shall be entitled, in addition to any other remedies which it may have at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees and costs) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach of any subsequent breach by Covenantor.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of Texas, without reference to Texas conflict of law principles. Covenantor hereby irrevocably submits himself to the jurisdiction of the state and federal of the jurisdiction in which franchisor maintains its principal place of business. Covenantor hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Covenantor hereby agrees that service of process may be made upon him in any proceeding relating to or arising under this Agreement or the relationship created by this Agreement by any means allowed by Texas law. Covenantor further agrees that venue for any proceeding relating to or arising out of this agreement shall be in the state and federal courts of the jurisdiction in which Franchisor maintains its principal place of business; provided, however, with respect to any action which includes injunctive relief or other extraordinary relief, Franchisor or Franchisee may bring such action in any court in any state which has jurisdiction.

6. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

7. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by facsimile or electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

Made in the Shade Blinds and More LLC
2630 Rogers Fork
San Antonio, Texas 78258
Attention: Cathy Morse
Telephone: (210) 479-6141
Facsimile: (210) 479-0511

If directed to Franchisee, the notice shall be addressed to:

_____

_____

_____

Attention:_____

Facsimile:(___)_____

If directed to Covenantor, the notice shall be addressed to:

_____

_____

_____

Attention:_____

Facsimile:(___)_____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service on the next Business Day, or, in the case of or registered or certified mail, three (3) Business Days after the date and time of mailing, or, in the case of facsimile or electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail).

8. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall insure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:

Made in the Shade Blinds and More LLC,
a Texas limited liability company

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

Date: _____

COVENANTOR:

_____

By: _____

Name: _____

Title: _____

Date: _____

* If Franchisor will not be a party, delete reference and modify the agreement to reflect, including the addition of the following third party beneficiary language: "Franchisor and Franchisor's successors and assigns shall be third party beneficiaries of this Agreement, with the full and independent right, at Franchisor's and their option and in Franchisor's and their sole discretion, to enforce this Agreement."

SCHEDULE 3

SELECTED TERMS:
TERRITORY, OFFICE LOCATION, AND OPENING DATE

1. TERRITORY:

_____

2. OFFICE LOCATION: The Office shall be located at the following address:

_____

3. OPENING DATE: The Opening Date of the Business is _____, 20__.

SCHEDULE 4

STATEMENT OF OWNERSHIP INTERESTS AND MANAGEMENT INFORMATION

1. The following is a list of all shareholders, partners, members or other investors owning a direct or indirect interest in Franchisee, and a description of the nature of their interest:

NAME	OWNERSHIP INTEREST IN FRANCHISEE	NATURE OF INTEREST

2. The following is a list of all of Franchisee's Principals who are signing the Confidentiality Agreement substantially in the form set forth in Schedule 2 to the Franchise Agreement instead of signing the Principals' Guaranty and Assumption Agreement.

_____

_____

_____

_____

3. Franchisee's Operating Principal is: _____

SCHEDULE 5

DEFINITIONS

An "affiliate" of a named person is any person or entity that is controlled by, controlling or under common control with such named person.

"Agreement Year" means each twelve (12) month period during the term of this Agreement, beginning on the first day of the month following the Opening Date and continuing until the expiration or termination of this Agreement. A partial Agreement Year between the end of the last full Agreement Year and the termination or expiration of this Agreement shall also constitute a separate Agreement Year.

"Approved Products List" means the list of items approved by Franchisor for sale in the MITS Business and which Franchisee is required to offer for sale in the Business. Franchisor will update the Approved Products List from time to time and provide Franchisee with the updated list. The Approved Products List shall and any updates thereto shall be deemed to be part of the Manual for all purposes.

"Business" or "MITS Business" means the business operated by Franchisee in the Territory pursuant to this Agreement.

"Business Day" means each day other than a Saturday, Sunday, U.S. holidays or any other day on which the Federal Reserve is not open for business in the United States.

"Computer System" means the computer hardware and software that Franchisor may designate from time to time for use in the operation of MITS Businesses.

"Confidential Information" means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

"Controlling Interest" means (a) if Franchisee is a corporation, that the Principals, either individually or cumulatively, (i) directly or indirectly own at least fifty-one percent (51%) of the shares of each class of Franchisee's issued and outstanding capital stock and (ii) be entitled, under its governing documents and under any agreements among the shareholders, to cast a sufficient number of votes to require such corporation to take or omit to take any action which such corporation is required to take or omit to take under this Agreement, or (b) if Franchisee is a partnership, that the Principals (i) own at least fifty-one percent (51%) interest in the operating profits and operating losses of the partnership as well as at least fifty-one percent (51%) ownership interest in the partnership (and at least fifty-one percent (51%) interest in the shares of each class of capital stock of any corporate general partner) and (ii) be entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement.

"Internet" means a global computer-based communications network.

"Intranet" means a restricted global computer-based communications network.

"Franchisee's Principals" shall include, collectively and individually, all officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee) whom Franchisor designates as Franchisee's Principals, and all holders of an ownership interest in Franchisee and of any entity directly or indirectly controlling Franchisee.

"Manual" or "Manuals" means Franchisor's confidential operations manual, which may consist of one or more manuals, containing Franchisor's mandatory and suggested standards, specifications and operating procedures relating to the development and operation of MITS Businesses and Franchisee's obligations under this Agreement. The term also includes alternative or supplemental means of communicating information to Franchisee, including bulletins, CD ROMs and electronic communications.

"Manufacturer Product Purchases" means the total Product purchase price paid by Franchisee to designated and non-designated Product suppliers, excluding: delivery fees; service fees; sales, use, merchants' or other taxes measured on the basis of the gross sales of the MITS Business imposed by governmental authorities directly on sales or use and collected from customers; and cash refunds and credits. Gross sales means all monies received by you (including actual deposits in your bank accounts as well as undeposited cash receipts) from, through, by or on account of the operation of your Franchised Business, whether received in cash, in services or in kind.

"Opening Date" means the date the MITS Business opens to the public for business.

"Software Programs" means the proprietary or other software programs developed or acquired by or on behalf of Franchisor for use by MITS Businesses.

"Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the franchised business, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except taxes imposed on or measured by Franchisor's net income.

"Territory" means the geographic area assigned to Franchisee upon the execution of this Agreement and described on Schedule 3, exclusive of any reserved rights described in Section 1.C., within which Franchisee will be afforded the protections described in Section 1.B. of this Agreement.

SCHEDULE 6

STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Sections 15 is deleted and in its place is substituted the following:

15.A. Termination by Us Without Right to Cure. We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 15(A) engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

15.B. Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60 day opportunity to cure, for any other breach of this Agreement.

FRANCHISEE:

By:_____

By:_____

Date:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois. In that respect, you agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association in the city or county where our National Headquarters office is located.

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

MARYLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

MINNESOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

  Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

NORTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.

2. The franchise agreement is amended to also provide as follows:

> "Covenants not to compete are generally considered unenforceable in the State of North Dakota."

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

> "You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association."

4. North Dakota law governs any cause of action arising out of the franchise agreement.

5. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee is deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT

As to franchises governed by the Washington Franchise Investment Protection Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

2. The Franchise Agreement is amended to also include the following language:

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

FRANCHISEE:

By:_____

By:_____

Made in the Shade Blinds and More LLC

By:_____
Cathy Morse, Managing Member

Date:_____

EXHIBIT C

LIST OF FRANCHISEES

The following is a list of the name, business address, and business telephone number of each current franchisee and their outlet as of December 31, 2020.

ARIZONA

Daniel Yost
568 Sycamore Lane
Chino Valley, AZ 86323
Phone: 928-308-9998

Kevin and Michelle Barbour
3680 E. Jaguar Ave
Gilbert, AZ 85298
Phone: 910-638-7888

ARKANSAS

Mike Kirby and Ron Carter
11 Cobblestone Way
Little Rock, AR 72223
Phone: 501-257-7434

CALIFORNIA

Mandie VanBuren
10587 Little Deer Dr.
Grass Valley, CA 95949
Phone: 931-220-1936

Linda James and Sue Towers
17705 Rodeo Rd.
Lake Elsinore, CA 92530
Phone: 949-293-9335

Wes & Michelle Sly
2645 3rd St
Lincoln, CA 95648
Phone: 916-508-6930

Kathy Stamps
7217 Archibald Ave.
Rancho Cucamonga, CA 91701
Phone: 909-434-4452

Darrell Sutton
21276 White Pine Dr., Suite 55
Telachapi, California 93561
Phone: 661-472-0300

Kelli Wellhausen
143 Sundance Dr.

Vacaville, CA 95688
Phone: 707-685-4753

COLORADO

Andrew Morstatter
3580 Collins St.
Castle Rock, CO 80108
Phone: 816-665-6982

Griffin Mann
12223 Bannock Circle, Unit D
Denver, CO 80234
Phone: 720-515-7553

Christine Cameron & Stephen Dronzek
24406 Currant Dr.
Golden, CO 80401
Phone: 720-687-5853

Rhonda Bruschke
5891 Last Pointe Dr.
Windsor, CO 80550
Phone: 970-593-9882

FLORIDA

Scott Guinand and Larry Goodbread
682 Indian Rocks Rd.
Bellair Bluffs, FL 33770
Phone: 727-480-6203

Dane and Jodie Straub
3871 Indian Trail, 6G
Destin, FL 32541
Phone: 740-253-6746

Dave and Karen Miller
11886 Whitestone Dr.
Ft. Myers, FL 33913
Phone: 860-798-9262

Steve Gondos
301 NE 3rd St., Unit 205
Hallandale Beach, FL 33009
Phone: 305-900-8006

Janna Kiersnowski
241 Leslie Lane
Lake Mary, FL 32746
Phone: 407-302-1668

Thomas and Mary Amendola
Derek Amendola
5279 Fountains Dr., South #304

Lake Worth, FL 33467
Phone: 561-290-9027

Lannis and Donna Godwin
1704 Baker Ct.
Panama City, FL 32401
Phone: 850-814-6374

Steve and Karin Klancnik
4760 Vasca Dr.
Sarasota, FL 34240
Phone: 941-330-7410

Michael Sloan
4848 Marble Springs Crl
Wimauma, FL 33598
Phone: 630-854-2146

Sergey Levochko
635 Marni Dr.
Winter Springs, FL 32708
Phone: 407-350-7707

GEORGIA

Jacob Garriga
134 Sutton Dr.
Newnan, GA 30263
Phone: 714-884-0428

Eddie and Allyson Roberts
112 Colonial Dr.
St. Simons Island, GA 31522
Phone: 912-571-9625

Rod Badakhsh
53 Golf Club Cir.
Statesboro, GA 30458
Phone: 910-471-6601

Teresa Neukam
562 West Oaks Dr.
Woodstock, GA 30188
Phone: 678-595-3052

ILLINOIS

Meysoon Musa
8200 Forestview Dr.
Orland Park, IL 60462
Phone: 708-334-3747

IOWA

Matt and Jen Posusta

215 NW 18th St., Suite 108
Ankeny, IA 50023
Phone: 515-205-8066

KANSAS

Farah Ferguson
217 Mill St.
Hartford, KS 66854
Phone: 1-888-392-5969

Jeremy and Aubri Nienhuser
10113 W. 53rd St.
Merriam, KS 66023
Phone: 913-636-6996

Daniel Jacobs
201 Circle Dr.
Wichita, KS 67218
Phone: 316-259-9000

LOUISIANA

Rhonda Landry
112 South Dr.
Covington, LA 70433
Phone: 504-616-5186

Kenneth DuBois
3152 Lillian Main Dr.
Gray, LA 70359
Phone: 985-226-0776

MASSACHUSETTS

William Hamilton
85 Lions Gate Rd.
Carlisle, MA 01741
Phone: 843-367-4278

MICHIGAN

Joe Lalonde
1309 N. Dean
Bay City, MI 48706
Phone: 989-245-3182

Jeffrey Lautner
824 ½ W. Front St.
Traverse City, MI 49684
Phone: 231-409-1985

MINNESOTA

Jeff and Bea Richardson
1417 Oakpointe Dr.

Waconia, MN 55387
Phone: 248-935-9390

MISSISSIPPI

Betty Parrish
660 River Rd.
Hattiesburg, MS 39401
Phone: 601-520-5147

Kevin Maxwell
3318 St. Augustine Cove N.
Southaven, MS 38672
Phone: 662-772-6335

MISSOURI

Ron and Charlene Culbreath
3 Windjammer Court
Wildwood, MO 63040
Phone: 314-249-1067

NEBRASKA

Bob and Crystal Smutny
1812 E 54th St. PL.
Kearney, NE 68847
Phone: 402-990-0660

Randy and Kim Foster
5007 N 140th St
Omaha, NE 68164
Phone: 402-707-1222

NEVADA

Keith Boniface
1832 Country Meadows Dr.
Henderson, NV 89012
Phone: 702-886-2338

NEW JERSEY

Ryan Lepree
1850 Northwest Dr.
Point Pleasant, NJ 08742
Phone: 848-333-3870

NEW YORK

Steven Danchak
187 Elton Rd.
Garden City, NY 11530
Phone: 516-426-2890

NORTH CAROLINA

Roxane and Todd Papora
14330 Harvington Dr.
Huntersville, NC 28078
Phone: 704-620-1869

Kenneth Mitchell
1009 Marcell Lane
Indian Trial, NC 28079
Phone: 704-507-1521

Brad Hicks and David Richardson
435 Stonewall Dr.
Mebane, NC 27302
Phone: 919-335-5333

Heather and John Proctor
4716 Norbury Place
Raleigh, NC 27614
Phone: 919-389-8875

Patricia Owen
4110 Lakewood Court Ext.
Trinity, NC 27370
Phone: 336-880-2330

NORTH DAKOTA

Scott and Diana Ohman
4100 Sun Circle
Grand Forks, ND 58201
Phone: 701-317-5597

OHIO

Michelle Weaver
9495 Greystone Pkwy.
Brecksville, Ohio 44141
Phone: 440-665-6777

Jay and Kristi Ethridge
5664 Ludington Dr.
Lewis Center, OH 43035
Phone: 414-323-9556

OREGON

Joshua Vandevender
928 Pittview Ct.
Central Point, OR 97502
Phone: 541-414-8442

Richard and Andrea McCann
14177 Duckflat Rd., SE

Turner, OR 97392
Phone: 503-581-8257

PENNSYLVANIA

Robert and Kimberly McConnell
138 Donley Dr.
Monroeville, PA 15146
Phone: 412-480-5081

Anthony Rich
206 Mulberry Place
Newton, PA 18940
Phone: 267-201-7509

SOUTH CAROLINA

Scott and Jennifer Berry
2186 Golfview Dr.
Charleston, SC 29412
Phone: 843-696-6372

Susan Coughlin
710 Fox Pond Dr.
Mount Pleasant, SC 29464
Phone: 843-343-9502

Henry and Peggy Branche
198 Hawthorn Dr.
Pawleys Island, SC 29585
Phone: 843-343-6300

TENNESSEE

David W. Shelton
135 West Park Dr.
Clarksville, TN 37043
Phone: 931-378-5157

Richard and Chris Markwell
513 Tywater Crossing Blvd.
Franklin, TN 37604
Phone: 615-613-3794

Wendy Weisner
2697 Hody Dr.
Nashville, TN 37206
Phone: 843-452-6179

David and Donia Wills
2380 Fairfield Circle
Nolensville, TN 37135
Phone: 615-804-4594

TEXAS

Rickey Brown
5041 Robertson Dr.
Abilene, TX 79606
Phone: 325-518-2026

Andy and Amanda Krotulski
2705 Mirkwood Ct.
Bryan, TX 77807
Phone: 979-676-2844

Lana Smith
4302 Tree House Lane
Corinth, TX 76208
Phone: 469-348-3859

Cheryl Thompson
7111 Mission Court Dr.
Houston, Texas 77083
Phone: 832-259-8554

Sean Hoffman
28415 Spiceberry Dr.
Katy, TX 77494
Phone: 346-257-7118

Matt and Kelli Houston
6005 Lynn Ln.
Lago Vista, TX 78645
Phone: 830-477-1927

Lance Howell and Matt Howell
202 S. Walnut Creek Dr., Suite 101
Mansfield, TX 76063
Phone: 682-808-0881

Kristie Uzelac
5304 Hampshire Dr.
McKinney, TX 75070
Phone: 214-620-5293

Derek and Debbie Hightower
3001 Macoma Ave.
Pearland, TX 77581
Phone: 281-905-3939

Jennifer Devenny
4300 Wilson Creek Trail
Prosper, TX 75078
Phone: 469-740-0784

Diane Jackson-Abel
1896 E FM 550
Rockwall, TX 75062
Phone: 214-797-3445

Joshua Morse
2403 Rogers Key
San Antonio, TX 78258
Phone: 210-724-1280

Stephen DiPasquale
28 Whistling Wind Ln.
Wimberley, TX 78676
Phone: 512-618-3470

UTAH

Robert Morris
2405 Pasture Lane
Washington, UT 84780
Phone: 801-372-9541

VIRGINIA

John and Dana Briggs
12535 Haltwhistle Ct.
Briston, VA 20136
Phone: 703-330-6487

James and Julie Boswell
2501 Cannes Ct.
Virginia Beach, VA 23456
Phone: 757-563-3372

WISCONSIN

Scott Wedl
605 S. Center Ave.
Jefferson, WI 53549
Phone: 920-723-1734

WYOMING

Kevin and Angela Miller
Milcor Ventures LLC
402 N. Beverly
Casper, WY 82609
Phone: 307-259-4091

Michael and Sally Brin
420 Stacey Lane
Jackson, WY 83001
Phone: 307-690-9481

Franchise Agreement Signed But Outlet Not Yet Open (as of 12/31/2020):

None

EXHIBIT D

LIST OF FORMER FRANCHISEES
(For the Fiscal Year Ended 12/31/2020)

The following is a list of the name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of every MITS franchisee who has had a Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the date of issuance of this disclosure document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

FLORIDA
Richard Robinson
11544 Forest Mere Dr.
Bonita Springs, FL 34134
Phone: 239-248-0231

INDIANA
William and Mary Gill
54521 Voelker Dr.
Osceola, IN 46561
Phone: 574-252-9964

EXHIBIT E

MANUAL TABLE OF CONTENTS

Section 1: (7 pages)
Training Plan - New Dealer Homework

Section 2: (20 pages)
Guideline for Success: Selling, Planning and Estimating

Section 3: (5 pages)
How To Price Your Jobs Competitively

Section 4: (18 pages)
Product Training

Section 5: (18 pages)
Marketing: How We Find Our Customers

Section 6: (8 pages)
The Sales Appointment and The Sales Presentation

Section 7: (24 pages)
Measuring

Section 8: (7 pages)
Closing the Sale

Section 9: (35 pages)
Money-Making Marketing Strategies

Section 10: (17 pages)
General Tips/ Helpful Checklists

Total pages: 159

EXHIBIT F

GENERAL RELEASE

GENERAL RELEASE

This **GENERAL RELEASE** ("Release") is made as of the latest date set forth on the signature page hereof between Made in the Shade Blinds and More LLC d/b/a Made in the Shade Blinds and More® ("Franchisor"), and the undersigned person or entity ("Franchisee").

Background

A. Franchisor and Franchisee have entered into a Franchise Agreement dated _____ for a franchised business located at _____ (the "Agreement").

B. Franchisee desires to [transfer] [renew] it franchise rights and Franchisor agrees to consent to such [transfer] [renewal], subject to the conditions contained herein.

NOW THEREFORE, incorporating the foregoing Background herein by reference and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Agreement. Franchisor and Franchisee agree and acknowledge that the Agreement is hereby immediately terminated and shall be of no further force or effect.

2. Conditions. This Release is expressly contingent upon the execution [by the transferee] [by Franchisee], concurrently with the execution of this Release, of Franchisor's current form of franchise agreement for the operation of a franchised business at _____ [and such other documents as the Franchisee and transferee have agreed upon and Franchisor has approved in connection with such transfer]. The franchise agreement described in this paragraph includes any ancillary agreements contained in Franchisor's current franchise disclosure document.

3. Release.

(a) Franchisee, to the fullest extent permitted by law, hereby forever releases and discharges Franchisor and waives any and all rights or Claims it has, may have, had, or may have had against Franchisor, its affiliates and each of their officers, directors or employees from the beginning of time until the date of this Release, of any kind, whether known or unknown, including but not limited to, any Claims arising under or related to the Agreement.

(b) As used in this paragraph 3, "Claims" means any and all manner of actions, causes of action, suits, debts, dues, sums of money, account reckonings, bonds, bills, specialties, covenants, contracts, controversies, sanctions, costs, attorneys' fees, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, of whatever kind or nature, whether absolute or contingent, known or unknown, matured or un matured, at law, in equity, or in any other proceeding.

(c) Nothing contained in this paragraph 3 is intended to affect the rights and responsibilities of the parties under any of the agreements described in paragraph 2 or any agreements between the parties which may be executed concurrently herewith.

4. Representations and Warranties. Franchisee represents and warrants to the Franchisor as follows:

(a) The execution and delivery of this Release does not violate any law applicable to Franchisee, Franchisee's organizational documents, or any other agreement binding upon Franchisee.

(b) Franchisee has the power and authority to execute and deliver this Release and has taken all necessary action (corporate or otherwise) to authorize the execution and delivery of this Release.

5. Miscellaneous.

(a) This Release shall be construed in accordance with and governed by the laws of the State of Texas, without regard to its conflict of laws rules.

(b) This Release constitutes the sole agreement of the parties with respect to the subject matter hereof and thereof, and supersedes all oral negotiations and prior writings with respect to the subject matter hereof and thereof. No amendment of this Release, and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto.

(c) This Release shall be binding upon the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns, and shall inure to the benefit of the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Release to be signed by their duly authorized representatives.

Made in the Shade Blinds and More LLC,
d/b/a Made in the Shade Blinds and More®

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT G

FINANCIAL STATEMENTS

MADE IN THE SHADE BLINDS AND MORE, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2020

MADE IN THE SHADE BLINDS AND MORE, LLC
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Statements of Operations and Member's Equity (Deficit)	**Page 3**
Statements of Cash Flows	**Page 4**
Footnotes	**Page 5**

BARRY KNEPPER
CERTIFIED PUBLIC ACCOUNTANT
33202 SPRUCE POND CIRCLE PLAINVIEW, NEW YORK 11803

INDEPENDENT AUDITOR'S REPORT

To the Member
Made in the Shade Blinds and More, LLC

We have audited the accompanying financial statements of Made in the Shade and More, LLC (the "Company") which comprise the balance sheet as of December 31, 2020 and the related statements of operations, changes in member's equity(deficit) and cash flows for the year ended December 31, 2020 and the related notes to financial statements. The financial statements for the year ended December 31,2019 were audited by another auditor whose report dated March 23,2020 include an unqualified opinion of those statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Made in the Shade Blinds and More, LLC as of December 31, 2020 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Barry Knepper, CPA
April 16,2021

MADE IN THE SHADE BLINDS AND MORE,LLC
BALANCE SHEETS

	DECEMBER 31	
	2020	2019
ASSETS		
Cash	1,148,945	$ 1,148,232
Accounts receivable	—	90,270
Deferred commission expense	37,752	12,503
Total current assets	1,186,697	1,251,005
Fixed assets, net	31,146	84,066
Deferred commission expense- net of current	268,327	99,989
	$ 1,486,170	$ 1,435,060
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 21,618	$ 32,042
Due to related party	—	24,581
Deferred franchise fees	290,135	83,330
Total current liabilities	311,753	139,953
Deferred franchise fees, net of current	1,684,470	666,640
Member's Equity(Deficit)	(509,953)	628,487
Total Liabilities and Member's Equity(Deficit)	$ 1,486,270	$ 1,435,080

See notes to financial statements

MADE IN THE SHADE BLINDS AND MORE,LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY(DEFICIT)

	YEAR ENDED DECEMBER 31	
	2020	2019
Revenues		
Franchise fees	$ 317,770	$ 83,330
Rebates	517,606	276,022
Other	—	16,660
	835,376	376,012
Operating expenses	563,291	666,754
Net Income(Loss)	272,085	(290,742)
Members' Equity(Deficit)-Beginning	(111,849)	919,229
Restatement for Revenue Recognition	—	(740,336)
Member's distributions	(670,189)	—
Member's Deficit-Ending	$ (509,953)	$ (111,849)

See notes to financial statements

MADE IN THE SHADE BLINDS AND MORE,LLC
STATEMENTS OF CASH FLOWS

	YEAR ENDED DECEMBER 31	
	2020	2019
Operating Activities		
Net Income (Loss)	$ 272,085	$ (290,742)
Depreciation	22,827	12,598
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Changes in assets and liabilities		
Accounts receivable	90,270	(21,513)
Deferred commission expense	(193,587)	(112,492)
Accounts payable and accrued expenses	(10,424)	9,109
Deferred franchise fees	459,641	749,970
	640,812	346,930
Investing Activities		
Fixed asset acquisitions	—	(67,455)
Fixed asset dispositions	30,090	—
	30,090	(67,455)
Financing activities		
Member distributions	(670,189)	—
Net Increase in Cash	713	279,475
Cash-Beginning	1,148,232	868,757
Cash-Ending	$ 1,148,945	$ 1,148,232

See notes to financial statements

1.THE COMPANY

Mad in the Shade Binds and More, LLC ("the Company") was organized in Texas in May 2012 as a limited liability company. The Company offers franchisees the opportunity to sell and install custom blinds and window coverings.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of funds.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees . Under this arrangement, franchisees are granted the right to operate an exercise studio using the system for a specified number of years.

Concentration of Credit Risk—Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash account exceeded the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000 by $898,945 at December 31,2020.The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Cash-Cash consists of unrestricted cash on deposit at financial institutions.

Taxes on Income - The Company has elected to be taxed as a limited liability corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on its income tax returns.

Revenue Recognition — In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)"*, that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded.

The new standard will change how the Company records initial franchise fees from franchisees, area developer fees and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

In January 2021 the FASB issued ASU 2021-02 which allows a non- public franchisor to use a practical expedient when identifying performance obligations with its franchisees .The practical expedient allows for the treatment of certain pre-opening expenses as distinct from the franchise license .These pre-opening services consist of the following activities:

- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manual and similar materials concerning operations, administration and record keeping.
- Bookkeeping, information technology and advisory's services, including setting up the franchisee's records and advising the franchisee about income, real estate and other taxes or about regulations affecting the franchisee's business.
- Inspection, testing and other quality control programs.

The adoption of the new guidance will also change the reporting of brand development fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the Statements of Earnings but are reported on the balance Sheet. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the Statements of Earnings, which will impact our total revenues and expenses although we do not expect a material impact on net income as the fund is managed such that revenues and expenses are generally offsetting. The Company has determined that the application of AC 606 had no effect on its financial statements.

Upon adoption as of January 1, 2020, the Company recorded an increase to deferred revenue of $ 906,865 increase to deferred commission expense of $166349
and a cumulative adjustment to decrease accumulated member's equity of $740,336 on the Balance Sheet.

3. COVID-19 AND THE PAYCHECK PROTECTION PROGRAMT-The global outbreak of COVID-19 was declared a pandemic by the World Health Organization and a national emergency by the U.S. government in March 2020 and has negatively affected the U.S. economy. The continuing impact on the Company's business has contributed to and may continue to have a material adverse effect on the Company's business, results of operations, financial condition, and cash flows.

4. RELATED PARTY TRANSACTIONS-From time to time the Company borrows funds from and lends funds to related parties .At December 31 2019 the Company owed a related party $33,267 $24,5811.. These advances bear interest and they are all due on demand.

5.. **SUBSEQUENT EVENTS**- The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through. April 16,2021, which is the date the financial statements were available to be issued.

A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

MADE IN THE SHADE BLINDS AND MORE, LLC

DECEMBER 31, 2019 AND 2018

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

MADE IN THE SHADE BLINDS AND MORE, LLC

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A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

March 23, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
Made in the Shade Blinds and More, LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of Made in the Shade Blinds and More, LLC (a limited liability company) as of December 31, 2019 and 2018 and the related statements of operations, changes in owner's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Made in the Shade Blinds and More, LLC (a limited liability company) as of December 31, 2019 and 2018 and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

Made in the Shade Blinds and More LLC

Balance Sheet
December 31, 2019 and 2018

	2019	2018
Assets		
Current assets		
Cash	$ 1,148,232	$ 868,757
Accounts receivable	90,270	68,756
Prepaid commissions - current	12,503	-
Total Current Assets	1,251,005	937,513
Fixed assets		
Equipment (net)	83,742	28,886
Trademark (net)	344	344
Total fixed assets	84,086	29,230
Other assets		
Prepaid commissions - long term	99,989	-
Total Assets	$ 1,435,080	$ 966,743
Liabilities & Equity		
Current liabilities		
Accounts payable	$ 32,042	$ 22,933
Due to affiliates	24,581	24,581
Deferred revenues - current	83,330	-
Total Current Liabilities	139,953	47,514
Deferred revenues - long term	666,640	-
Total liabilities	806,593	47,514
Member's Equity	628,487	919,229
Total liabilities and equity	$ 1,435,080	$ 966,743

See accompanying notes

Made in the Shade Blinds and More LLC

Statement of Operations
Years ending December 31, 2019 and 2018

	2019	2018
Revenues		
Franchise fees	$ 83,330	$ 847,117
Rebates	276,022	359,600
Other revenue	16,660	2,917
Total revenue	376,012	1,209,634
Cost of sales		
Franchise start-up expenses	69,782	62,043
Training	48,116	26,710
	117,898	88,753
Gross margin	258,114	1,120,881
Expenses		
Advertising	20,071	19,337
Bank charges	591	312
Commissions	21,353	198,060
Contract labor	141,075	91,675
Dues and subscriptions	3,749	4,590
Insurance	12,349	10,346
Miscellaneous expenses	26,554	17,259
Office expenses	73,124	36,040
Professional fees	80,554	12,878
Registrations	17,384	2,811
Rent and occupancy costs	38,114	29,687
Travel	10,333	17,380
Total expenses	445,251	440,375
Operating income	(187,137)	680,506
Other expenses		
Depreciation	12,598	10,340
Taxes	91,007	64,490
Net Income/(Loss)	$ (290,742)	$ 605,676

See accompanying notes

Made in the Shade Blinds and More LLC

Statement of Changes in Owner's Equity
Years ending December 31, 2019 and 2018

	Total Equity
Owners' Equity at January 1, 2018	$ 410,755
Draws	(97,202)
Net Income	605,676
Owners' equity at December 31, 2018	$ 919,229
Owners' Equity at January 1, 2019	$ 919,229
Draws	-
Net Loss	(290,742)
Owners' equity at December 31, 2019	$ 628,487

See accompanying notes

Made in the Shade Blinds and More LLC

Statement of Cash Flows
Years ending December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net Income/(Loss)	$ (290,742)	$ 605,676
Adjustments to reconcile net loss to net cash provided by		
Depreciation & amortization	12,598	10,340
Prepaid commissions	(112,492)	-
Deferred revenues	749,970	-
Changes in assets and liabilities		
Current assets	(21,513)	80,000
Current liabilities	9,109	17,567
Net cash provided by operating activities	346,930	713,583
Cash flows from investing activities:		
Purchase of fixed assets	(67,455)	(19,360)
Expenditures for intangibles	-	-
Net cash provided by investing activities	(67,455)	(19,360)
Cash flows from financing activities:		
Partner distributions	-	(97,202)
Net cash provided by investing activities	-	(97,202)
Net increase in cash	279,475	597,021
Cash - beginning of year	868,757	271,736
Cash - end of year	$ 1,148,232	$ 868,757
Supplemental Disclosures		
Interest Paid	-	-
Income Taxes Paid	91,007	64,490

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS

The Company was organized in May 2012 under the laws of the State of Texas for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Made in the Shade Blinds operation, as a franchise.

ADOPTION OF NEW ACCOUNTING STANDARDS

On January 1, 2019, the Company adopted ASU 2014-09 Revenue from Contracts with Customers and all subsequent amendments to the ASU (collectively, "ASC 606"), which (i) creates a single framework for recognizing revenue regarding initial franchise fees from contracts with franchisees. The majority of the Company's revenues come from product sales and rebates, that are outside the scope of ASC 606. The Company's services that fall within the scope of ASC 606 are presented are recognized as revenue as the Company satisfies its obligation under the initial franchise term of the agreement. The Company adopted the new standard effective January 1, 2019. The Company elected to report under the modified retrospective method.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

REVENUE RECOGNITION

The Company accounts for revenue using the accounting method prescribed under Accounting Standards Codification 606 ("ASC") Topic Franchisors.

Deferred revenue consists of fees paid to the Company when a franchise agreement is signed. This revenue is deferred until all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. The Company collected $833k in franchise fees during 2019 relating to 15 franchises open and operating in 2019. The Company deferred revenues at December 31, 2019 in the amount of $750k ($83k current and $667k long-term); while, $83k was recognized as franchisee fees.

The Company pays commissions and legal fees for certain franchise sales. In 2019, $125k had such expenditures relating to the sales of franchise sales. Prepaid expenses total $112k ($12k current and $100k in long-term).

Royalty fees and other revenues are reported as earned

The financial information for the year ending December 31, 2018 was not restated based on ASC 606.

COMPANY INCOME TAXES

The Company is an LLC; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the owner's personal tax returns.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019 and 2018, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 4 SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 23, 2020, the date that the financial statements were available to be issued.

EXHIBIT H

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60 day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

The franchise agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER

OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.MadeInTheShadeBlinds.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCNIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

HAWAII ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHSIOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.u. is modified to provide that you must arbitrate claims against us.

2. Item 17.v. is modified to provide that arbitration shall take place in the location of our corporate headquarters.

3. Item 17.w. is modified to provide that Illinois law applies.

4. Any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

5. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

MARYLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

MINNESOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

NEW YORK ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. The following information is added to the cover page of the Franchise Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or

department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

> Rhode Island law applies.

WASHINGTON ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Washington Franchise Investment Protection Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 5 is modified as follows:

Because of our limited financial condition and operating history, the Securities Division of the Department of Financial Institutions has required that we defer the collection of franchise fees from you until all of our pre-opening obligations to you have been satisfied. During the period that such fee deferral requirement is in effect (the "Fee Deferral Period"), you will not be required to pay the initial franchise fee until you begin operations and initial training has been provided. Immediately upon notice from us that the Fee Deferral Period has ended, you must pay the full initial franchise fee as required by this Agreement.

WASHINGTON ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Washington Franchise Investment Protection Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

VIRGINIA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

   If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT I
STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below

State	Effective Date
California	Pending
Illinois	Pending
Indiana	July 1, 2020
Maryland	Pending
Michigan	May 4, 2020
Minnesota	Pending
New York	Pending
North Dakota	Pending
South Dakota	May 4, 2020
Virginia	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Made in the Shade Blinds and More LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Made in the Shade Blinds and More LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency as listed in Exhibit A to this disclosure document.

The franchisor is Made in the Shade Blinds and More LLC, 2630 Rogers Fork, San Antonio, TX 78258; telephone (210) 479-6141.

Issuance Date: April 20, 2021

The name, principal business address, and telephone number of each franchise seller offering the franchise follow:

Name	Principal Business Address	Telephone Number
Cathy Morse	2630 Rogers Fork, San Antonio, TX 78258	(210) 479-6141
Edward Miller	2630 Rogers Fork, San Antonio, TX 78258	(504) 408-7036

The Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated April 20, 2021 that included the following Exhibits:

EXHIBIT A- LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT B- FRANCHISE AGREEMENT, INCLUDING SCHEDULES
Schedule 1 Principals' Guaranty and Assumption Agreement
Schedule 2 Confidentiality Agreement and Ancillary Covenants Not to Compete
Schedule 3 Selected Terms: Territory, Office Location, and Opening Date

Schedule 4	Statement of Ownership Interests and Management Information
Schedule 5	Definitions
Schedule 6	State Addenda to the Franchise Agreement
EXHIBIT C-	LIST OF FRANCHISEES
EXHIBIT D-	LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
EXHIBIT E-	MANUAL TABLE OF CONTENTS
EXHIBIT F-	GENERAL RELEASE
EXHIBIT G-	FINANCIAL STATEMENTS
EXHIBIT H-	STATE ADDENDA TO THE DISCLOSURE DOCUMENT
EXHIBIT I-	STATE EFFECTIVE DATES
EXHIBIT J-	RECEIPTS

Dated:_____ _____

Individually and as an Officer of the company designated below or of a company to be formed and designated below on formation

_____

Printed Name

of_____

(a_____Corporation)

(a_____Partnership)

(a_____Limited Liability Company)

[Keep this page for your records]

EXHIBIT J
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Made in the Shade Blinds and More LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Made in the Shade Blinds and More LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency as listed in Exhibit A to this disclosure document.

The franchisor is Made in the Shade Blinds and More LLC, 2630 Rogers Fork, San Antonio, TX 78258; telephone (210) 479-6141.

Issuance Date: April 20, 2021

The name, principal business address, and telephone number of each franchise seller offering the franchise follow:

Name	Principal Business Address	Telephone Number
Cathy Morse	2630 Rogers Fork, San Antonio, TX 78258	(210) 479-6141
Edward Miller	2630 Rogers Fork, San Antonio, TX 78258	(504) 408-7036

The Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated April 20, 2021 that included the following Exhibits:

EXHIBIT A- LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT B- FRANCHISE AGREEMENT, INCLUDING SCHEDULES
Schedule 1 Principals' Guaranty and Assumption Agreement
Schedule 2 Confidentiality Agreement and Ancillary Covenants Not to Compete

Schedule 3	Selected Terms: Territory, Office Location, and Opening Date
Schedule 4	Statement of Ownership Interests and Management Information
Schedule 5	Definitions
Schedule 6	State Addenda to the Franchise Agreement
EXHIBIT C-	LIST OF FRANCHISEES
EXHIBIT D-	LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
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EXHIBIT I-	STATE EFFECTIVE DATES
EXHIBIT J-	RECEIPTS

Dated:_____

_____

Individually and as an Officer of the company designated below or of a company to be formed and designated below on formation

_____

Printed Name

of_____

(a_____Corporation)

(a_____Partnership)

(a_____Limited Liability Company)

[Sign and return this page to us]